IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

IN RE VITAMIN ANTITRUST LITIGATION	:	
	:	Misc. No. 99-197 (TFH)
This Document Relates to:	:	(M.D.L. No. 1285)
ALL CLASS ACTIONS	:	

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into as of the 3rd day of November, 1999 by and among the Settling Defendants and the Settlement Classes (as defined herein) in the above-captioned action, a multidistrict consolidated class action, and each class action brought on behalf of direct purchasers consolidated therein, including, without limitation, the actions set forth on Schedule D hereto (but excluding any such class action seeking recovery exclusively for alleged antitrust violations with respect to methionine) (collectively, the "Class Actions").

WHEREAS, plaintiffs have alleged violations of law including, but not limited to, the existence of conspiracies to fix, raise, maintain or stabilize the prices of, and allocate markets or customers for, certain Vitamin Products and Choline Chloride;

WHEREAS, the Settling Defendants have asserted and would assert a number of defenses to plaintiffs' claims;

WHEREAS, plaintiffs and the Settling Defendants agree that this Settlement Agreement shall not be deemed or construed to be an admission or evidence of personal jurisdiction over any Defendant (except the Settling Defendants as provided in paragraph 28 hereof) or any alleged co-conspirator of the Defendants or of the truth of any of plaintiffs' claims or allegations in the Class Actions;

WHEREAS, arm's length settlement negotiations have taken place between Plaintiffs' Co-Lead Counsel and the Settling Defendants, and this Settlement Agreement, including its schedules and exhibits, which embodies all of the terms and conditions of the settlement between Settling Defendants and the Settlement Classes, has been reached, subject to the approval of the Court and Final Approval as provided herein;

WHEREAS, Plaintiffs' Co-Lead Counsel have concluded, after due investigation and after carefully considering the relevant circumstances, including the claims asserted in the class action complaints filed in this action, the legal and factual defenses thereto and the applicable law, that it would be in the best interests of the Settlement Classes to enter into this Settlement Agreement in order to avoid the

uncertainties of litigation and to assure that the benefits reflected herein are obtained for the Settlement Classes and, further, that Plaintiffs' Co-Lead Counsel consider the settlement set forth herein to be fair, reasonable and adequate and in the best interests of plaintiffs and all members of the Settlement Classes;

WHEREAS, the Class Actions will continue against those Defendants that are not Released Parties; and

WHEREAS, Settling Defendants have concluded, despite their belief that they have good defenses to the claims asserted, that they will enter into this Settlement Agreement solely to avoid the further expense, inconvenience and burden of this litigation and any other present or future litigation arising out of the facts that gave rise to this litigation and the distraction and diversion of their personnel and resources, and thereby to put to rest this controversy with valued business customers, and to avoid the risks inherent in uncertain complex litigation;

NOW, THEREFORE, it is agreed by and among the undersigned, on behalf of each of the Settling Defendants and the Settlement Classes, that the Class Actions be settled, compromised and dismissed on the merits and with prejudice as to the Settling Defendants and all other Released Parties and, except as hereafter provided, without costs against the Settlement Classes or the Settling Defendants, subject to the approval of the Court, on the following terms and conditions:

1. Class Definitions. Subject to the Court's approval and for the purposes of this Settlement Agreement only, the undersigned agree that there shall be certified the following Settlement Classes in the Class Actions.

(a) The parties agree and consent to the certification of a Vitamin Products Settlement Class (the "Vitamin Products Settlement Class") as set forth below:

> All persons (excluding governmental entities, the entities identified on Schedule A hereto and their respective subsidiaries and affiliates and all Vitamin Products Released Parties) that directly purchased one or more Vitamin Products for delivery in the United States from any manufacturer identified with respect to such Vitamin Product(s) on Schedule A hereto, or any subsidiary or affiliate thereof, at any time during the periods specified therein for such Vitamin Product(s).

(b) The parties agree and consent to the certification of a Choline Chloride Settlement Class (the "Choline Chloride Settlement Class") as set forth below:

> All persons (excluding governmental entities, the Other Choline Chloride Defendants and their subsidiaries and affiliates and all Choline Chloride Released Parties) that directly purchased Choline Chloride for delivery in the United States from any manufacturer of Choline Chloride, or any subsidiary or affiliate thereof, at any time during the period from 1992 through 1995.

2. Definitions. The following terms shall have the following meanings for purposes of this Settlement Agreement:

"*Additional Settling Defendants*" means Daiichi, Eisai and Takeda.

"*Allowed Purchases"* means an Authorized Claimant's Purchases approved pursuant to the Plan of Distribution.

"*Attorneys' Fee Escrow Account*" means the segregated escrow account established pursuant to the Escrow Agreement for receipt of Settling Defendants' payments pursuant to paragraph 13 hereof.

"*Attorneys' Fee Payment Date*" means the later of (i) the Funding Date or (ii) 10 business days after the Court approves an award of attorneys' fees pursuant to paragraph 13 hereof.

"*Authorized Claimant*" shall have the meaning set forth in paragraph 16(d) hereof.

"*BASF*" means BASF Corporation, except in paragraphs 7, 9, 13, 16(a), 17(a)-(e), 17(g), 22(c), 22(e), 26 and 27 where "BASF" means, and "Settling Defendant" shall include, BASF Aktiengesellschaft and not BASF Corporation.

"*Cash Consideration*" means any monetary payment in a dollar amount certain payable as of a specific date.

"*Choline Chloride Escrow Account*" means the segregated escrow account established pursuant to the Escrow Agreement for receipt of BASF's payments pursuant to paragraph 17 hereof.

"*Choline Chloride Released Parties*" means BASF; the present and former direct and indirect parents, subsidiaries, divisions, affiliates or associates (as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934) of any of the above; the present and former stockholders, officers, directors, employees, agents and legal representatives of any of the above entities (with respect to any conduct of any of the above entities); and the predecessors, heirs, executors, administrators, successors and assigns of any of the above persons or entities; provided, however, that "Choline Chloride Released Parties" does not include any of the Defendants identified on Schedule E hereto.

"*Choline Chloride Releasing Party*" means any member of the Choline Chloride Settlement Class (on its own behalf and on behalf of any of its present or former officers, directors, agents, employees, legal representatives, trustees, parents, affiliates, subsidiaries, heirs, executors, administrators, purchasers, predecessors, successors and assigns).

"*Choline Chloride Settlement*" means the settlement of the Choline Chloride Released Claims set forth herein.

"*Choline Chloride Settlement Fund*" means the payments made by BASF pursuant to paragraph 17 hereof, including any interest accrued on such payments after their payment by BASF.

"*Class Counsel*" means both (i) those attorneys or law firms retained as counsel for any named plaintiff in the Class Actions and (ii) those attorneys or law firms that receive any portion of the attorneys' fee that is paid by the Settling Defendants pursuant to paragraph 13 hereof.

"*Class Plaintiffs*" means the named plaintiffs in the Class Actions.

"*Court*" means the United States District Court for the District of Columbia.

"*Daiichi*" means Daiichi Pharmaceutical Co., Ltd.

"*Defendant*" means any person or entity named as a defendant in the Class Actions.

"*Eisai*" means Eisai Co., Ltd.

"*Escrow Account*" means the escrow account established pursuant to the Escrow Agreement that includes the following sub-accounts: the Vitamin Products Escrow Account, the Choline Chloride Escrow Account and the Attorneys' Fee Escrow Account.

"*Escrow Agent*" means the escrow agent under the Escrow Agreement.

"*Escrow Agreement*" means the escrow agreement substantially in the form of Exhibit 1 hereto.

"*Escrow Funds*" means those funds in the Vitamin Products Escrow Account, the Choline Chloride Escrow Account and the Attorneys' Fee Escrow Account.

"*Fee Payment*" means, for each Settling Defendant, an amount equal to the product of its respective Fee Percentage and the attorneys' fee(s) (not to exceed $122,438,032 plus any interest thereon) approved by the Court pursuant to paragraph 13 hereof.

"*Fee Percentage*" means (i) for BASF, 22.97%, (ii) for Daiichi, 2.65%, (iii) for Eisai, 4.79%, (iv) for Hoechst, .19% (v) for Rhone-Poulenc, 7.09%, (vi) for Roche, 51.62% and (vii) for Takeda, 10.7%.

"*Final Approval*" means the first date upon which each of the following three conditions shall have been satisfied:

a. The settlement has been approved in all respects by the Court as required by Rule 23(e) of the Federal Rules of Civil Procedure;

b. Entry has been made, as provided in paragraph 6 hereof, of the final judgment of dismissal in the form of Exhibit 2 hereto; and

c. Either (i) the time to appeal, or to seek permission to appeal, the Court's approval of the settlement as described in (a) hereof and entry of final judgment as described in (b) hereof has expired with no appeal having been taken or permission to appeal having been sought; or (ii) such approval and final judgment have been affirmed in their entirety by the court of last resort to which any appeal has been taken or petition for review has been presented and such affirmance has become no longer subject to the possibility of further appeal or review.

"*Final Settlement Payment*" means (i) for the Initial Settling Defendants collectively, the difference between (A) the Initial Settling Defendants' Preliminary Settlement Amount and (B) the sum of (1) the aggregate Opt-Out Reductions of the Initial Settling Defendants collectively and (2) $140,000; and (ii) for each Additional Settling Defendant, the difference between (A) such Additional Settling Defendant's Preliminary Settlement Amount and (B) the sum of (1) such Settling Defendant's Opt-Out Reduction and (2) $35,000.

"*Funding Date*" means the date falling 30 days after the Opt-Out Determination Date.

"*Hoechst*" means Hoechst Marion Roussel, S.A.

"*Initial Settling Defendants*" means BASF, Hoechst, Rhone-Poulenc and Roche.

"*Interest Rate*" means the annual rate of interest for 90-day U. S. Treasury Bills as of the date 45 days after entry of the Court's order preliminarily approving the settlement.

"*Maximum Final Payment*" means, for BASF, $253,080,000, for Hoechst, $2,121,762, for Rhone-Poulenc, $78,120,000, and for Roche, $568,800,000.

"*Net Choline Chloride Settlement Fund*" means the amount in the Choline Chloride Settlement Fund for distribution to Authorized Claimants, after reductions for Opt-Out Plaintiffs, payment of taxes and disbursements for such costs and expenses as may be approved by the Court.

"*Net Vitamin Products Settlement Fund*" means the amount in the Vitamin Products Settlement Fund for distribution to Authorized Claimants, after reductions for Opt-Out Plaintiffs, payment of taxes and disbursements for such costs and expenses as may be approved by the Court.

"*Non-Cash Consideration*" means consideration other than Cash Consideration having economic value, including but not limited to rebates, product discounts, free product, below market-rate loans and payment and credit terms that vary substantially from the payment and credit terms offered by a Settling Defendant in the ordinary course of business to similarly situated customers.

"*Opt-Out Claim*" means any claim arising from Sales of Vitamin Products to any Opt-Out Plaintiff that would have been settled pursuant to this Settlement Agreement but for the decision of the Opt-Out Plaintiff to withdraw from the Vitamin Products Settlement Class.

"*Opt-Out Determination Date*" means either (i) the date falling 30 days after the date Settling Defendants serve Plaintiffs' Co-Lead Counsel with their calculations of their respective Opt-Out Reductions pursuant to paragraph 10 hereof, unless Plaintiffs' Co-Lead Counsel challenge any Settling Defendant's calculations as provided therein; or (ii) in the event of such a challenge, either (A) the date upon which such challenge has been resolved by agreement between Plaintiffs' Co-Lead Counsel and the Settling Defendant in question or (B) the date of the Court's order determining the Opt-Out Reduction of a Settling Defendant.

"*Opt-Out Plaintiff*" means any member of the Vitamin Products Settlement Class that timely excludes itself from the Vitamin Products Settlement Class in accordance with the procedure to be established by the Court.

"*Opt-Out Recovery*" means the present value (determined by application of a discount rate equal to the Interest Rate) as of the date of execution of an Opt-Out Settlement Agreement, calculated in dollars, of the sum of (i) any Cash Consideration and (ii) any Non-Cash Consideration to be provided pursuant to such Opt-Out Settlement Agreement with respect to Sales of a particular Vitamin Product.

"*Opt-Out Reduction*" means, for each Settling Defendant, the sum of all amounts determined by multiplying (i) the Opt-Out Sales of such Settling Defendant for each Vitamin Product by (ii) the percentage specified for each such Vitamin Product with respect to such Settling Defendant on Schedule C hereto.

"*Opt-Out Sales*" means, for each Settling Defendant, such Settling Defendant's Sales of a specified Vitamin Product to Opt-Out Plaintiffs, as reflected in such Settling Defendant's records unless otherwise determined pursuant to paragraph 16(c) hereof. Notwithstanding the foregoing, "Opt-Out Sales" shall not include any Sales of vitamin B9 (folic acid) to Opt-Out Plaintiffs.

"*Opt-Out Settlement Agreement*" means any settlement agreement entered into by a Settling Defendant (or any affiliate of any Settling Defendant) at any time prior to two years after the date of this Settlement Agreement that resolves or compromises any Opt-Out Claim (but specifically excluding any such settlement agreement entered into after entry of a final pretrial order or within 30 days of trial in the action to which the settlement agreement relates), including any separate agreement that is expressly conditioned upon execution of such a settlement agreement.

"*Other Choline Chloride Defendants*" shall have the meaning set forth in paragraph 17(b) hereof.

"*Plaintiffs' Review Committee*" means up to three persons selected by Plaintiffs' Co-Lead Counsel with the consent of the Settling Defendants (which consent shall not be unreasonably withheld) to review the information provided pursuant to paragraph 22(b) hereof.

"*Plan of Distribution*" means the plan approved by the Court for distributing the Net Vitamin Products Settlement Fund and the Net Choline Chloride Settlement Fund to Authorized Claimants pursuant to paragraph 16 hereof.

"*Preliminary Settlement Amount*" means (i) for the Initial Settling Defendants collectively, the amount reflected as the Preliminary Settlement Amount for the Initial Settling Defendants collectively on Schedule B hereto and (ii) for each

Additional Settling Defendant, the amount reflected as the Preliminary Settlement Amount for such Additional Settling Defendant on Schedule B hereto.

"*Premix*" means any product that contains one or more Vitamin Products in combination with other substances (such as other active ingredients or dilution agents) and is sold by a Settling Defendant as a premixed formulation.

"*Proof of Claim*" means a proof of claim both substantially and substantively in the form of the proof of claim accompanying the proposed form of mail notice attached as Exhibit 3 hereto.

"*Purchases*" means, for each Vitamin Product, purchases in the United States, calculated in dollars, excluding taxes, freight and delivery charges, during the period specified for such Vitamin Product on Schedule A hereto, directly from any manufacturer identified therein (or any subsidiary or affiliate thereof) with respect to such Vitamin Product. For purposes of Premix, "Purchases" means that portion, calculated in dollars, excluding taxes, freight and delivery charges, of the purchase price of Premix purchased in the United States from a Settling Defendant that is attributable to one or more component Vitamin Products specified with respect to such Settling Defendant on Schedule A hereto for the time of the purchase in question. For purposes of Choline Chloride, "Purchases" means purchases in the United States, calculated in dollars, excluding taxes, freight and delivery charges during the period from 1992 through 1995. For purposes of this Settlement Agreement, purchases of Vitamin Products and Choline Chloride "in the United States" means purchases for delivery by the manufacturer (or a subsidiary or affiliate thereof) to a destination in the United States.

"*Released Choline Chloride Claims*" shall have the meaning set forth in paragraph 18 hereof.

"*Released Claims*" means the Released Choline Chloride Claims and the Released Vitamin Products Claims.

"*Released Party*" means a person that is a Vitamin Products Released Party and/or a Choline Chloride Released Party.

"*Released Vitamin Products Claims*" shall have the meaning set forth in paragraph 18 hereof.

"*Rhone-Poulenc*" means Rhone-Poulenc Animal Nutrition S.A.

"*Roche*" means Hoffmann-La Roche Inc. and Roche Vitamins Inc.

"*Sales*" means, for each Vitamin Product, sales in the United States, calculated in dollars, excluding taxes, freight and delivery charges, during the period specified for such Vitamin Product on Schedule A hereto, directly by any manufacturer identified therein (or any subsidiary or affiliate thereof) with respect to such Vitamin Product. For purposes of Premix, "Sales" means that portion, calculated in dollars, excluding taxes, freight and delivery charges, of the sale price of Premix sold in the United States by a Settling Defendant that is attributable to one or more component Vitamin Products specified with respect to such Settling Defendant on Schedule A hereto for the time of the sale in question. For purposes of Choline Chloride, "Sales" means sales in the United States, calculated in dollars, excluding taxes, freight and delivery charges, during the period from 1992 through 1995. For purposes of this definition, sales of Vitamin Products and Choline Chloride "in the United States" means sales for delivery by the manufacturer (or a subsidiary or affiliate thereof) to a destination in the United States.

"*Settlement Class Member*" means any person falling within the definition of either or both of the Settlement Classes defined in paragraph 1 hereof that has not timely and validly excluded itself from each of the Settlement Classes of which it is a member in accordance with the procedure to be established by the Court.

"*Settlement Funds*" means the Vitamin Products Settlement Fund and the Choline Chloride Settlement Fund.

"*Settlement Hearing*" shall have the meaning set forth in paragraph 5 hereof.

"*Settling Defendants*" means BASF, Daiichi Pharmaceutical Co., Ltd., Eisai Co., Ltd., Hoechst, Rhone-Poulenc Animal Nutrition S.A, Roche and Takeda, each of which individually is a "Settling Defendant," except that in paragraphs 6(g), 21 and 25 hereof, "Settling Defendants" shall include Daiichi Fine Chemicals Inc., Eisai Inc., Eisai U.S.A., Inc., Rhone-Poulenc Animal Nutrition Inc. and Roussel Corporation and shall exclude Daiichi Pharmaceutical Co., Ltd., Eisai Co., Ltd., Hoechst Marion Roussel, S.A. and Rhone-Poulenc Animal Nutrition S.A. Solely for purposes of any provision hereof relating to Sales or Purchases, each Settling Defendant shall be deemed to include its respective subsidiaries and affiliates.

"*Supplemental Payment*" means any payment that may be required of a Settling Defendant pursuant to paragraph 22 hereof.

"*Takeda*" means Takeda Vitamin & Food USA, Inc.

"*United States*" means the United States and its territories and possessions.

"*Vitamin Products*" means (i) the following vitamins and carotenoids: vitamin A, astaxanthin, vitamin B1 (thiamin), vitamin B2 (riboflavin), vitamin B5 (calpan), vitamin B6, vitamin B9 (folic acid), vitamin B12 (cyanocobalamine pharma), beta-carotene, vitamin C, canthaxanthin, vitamin E and vitamin H (biotin), as well as all blends and forms of the foregoing, and (ii) Premix.

"*Vitamin Products Escrow Account*" means the segregated escrow account established pursuant to the Escrow Agreement for receipt of Settling Defendants' payments pursuant to paragraphs 7 hereof.

"*Vitamin Products Released Parties*" means the Settling Defendants; the present and former direct and indirect parents, subsidiaries, divisions, affiliates or associates (as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934) of any of the above; the present and former stockholders, officers, directors, employees, agents and legal representatives of any of the above entities (with respect to any conduct of any of the above entities); and the predecessors, heirs, executors, administrators, successors and assigns of any of the above persons or entities; provided, however, that "Vitamin Products Released Parties" does not include any of the Defendants identified on Schedule E hereto.

"*Vitamin Products Releasing Party*" means any member of the Vitamin Products Settlement Class (on its own behalf and on behalf of its present and former officers, directors, agents, employees, legal representatives, trustees, parents, affiliates, subsidiaries, heirs, executors, administrators, purchasers, predecessors, successors and assigns).

"*Vitamin Products Settlement*" means the settlement of the Vitamin Products Released Claims set forth herein.

"*Vitamin Products Settlement Fund*" means the payments made by Settling Defendants pursuant to paragraph 7 hereof, including any interest accrued on such payments after their payment by Settling Defendants.

3. Reasonable Best Efforts to Effectuate this Settlement. Plaintiffs' Co-Lead Counsel agree to recommend approval of this Settlement Agreement by the Court

and by the members of the Settlement Classes. Plaintiffs' counsel and counsel for the Settling Defendants agree to undertake their reasonable best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other steps and efforts that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Settlement Agreement.

4. Motion for Preliminary Approval. As soon as is possible and in no event later than 10 days after execution of this Settlement Agreement, Plaintiffs' Co-Lead Counsel shall submit to the Court a motion for preliminary approval of the settlement and final judgment contemplated by this Settlement Agreement and for a stay of all proceedings in the Class Actions against the Settling Defendants and all other Released Parties that are Defendants therein until the Court renders a final decision regarding the approval of the settlement and, if it approves the settlement, enters the final judgment. The motion shall include (a) the proposed form of order and final judgment attached as Exhibit 2 hereto, (b) the proposed forms of mail notice (including the accompanying form of Proof of Claim) and publication notice of the settlement to members of the Settlement Classes attached as Exhibit 3 hereto and (c) the proposed form of order preliminarily approving this Settlement Agreement attached as Exhibit 4 hereto. The parties hereto shall request that a decision be made promptly on the papers or that a hearing on plaintiffs' motion for preliminary approval of the settlement be held at the earliest date available to the Court.

5. Notice to Settlement Classes. In the event that the Court preliminarily approves the settlement, Plaintiffs' Co-Lead Counsel shall, in accordance with Rule 23 of the Federal Rules of Civil Procedure and the Court's order, provide those members of the Vitamin Products Settlement Class and/or the Choline Chloride Settlement Class who have been identified by reasonable means with notice by first class mail of the pendency of the Class Actions, the conditional certification of the Settlement Classes and the date of the hearing scheduled by the Court to consider the fairness, adequacy and reasonableness of the proposed settlement (the "Settlement Hearing"). Plaintiffs shall take all necessary and appropriate steps to ensure that such notice is provided in accordance with the order of the Court, and each Settling Defendant shall within 20 days of the date hereof supply Plaintiffs' Co-Lead Counsel with copies of such machine-readable records as may exist that may reasonably be used to identify individual members of the Settlement Classes and their respective last known mailing addresses. Notice shall also be given by publication one day a week for two consecutive weeks in the national edition of *THE WALL STREET JOURNAL* and once in *FEEDSTUFFS* and the *CHEMICAL MARKET REPORTER*, as soon after preliminary approval by the Court of the settlement as is reasonably practical. Notice shall also be given by publication on the web sites of Plaintiffs' Co-Lead Counsel and, subject to Court approval, on the Court's web site. In no event shall the Settling Defendants be responsible for giving notice of this settlement to members of the Vitamin Products Settlement Class and/or the Choline

Chloride Settlement Class, including but not limited to the expense and cost of such notice (except insofar as provided in paragraphs 7(a) and 27 hereof).

6. Motion for Entry of Final Judgment. The parties hereto shall submit a motion for final approval of the settlement by the Court, after notice to the members of the Settlement Classes of the Settlement Hearing, and shall jointly seek entry of an order and final judgment, in the form attached hereto as Exhibit 2:

a. fully and finally approving the certification of each Settlement Class and the settlement contemplated by this Settlement Agreement and its terms as being a fair, reasonable and adequate settlement for each of the Settlement Classes within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation pursuant to its terms and conditions;

b. directing that the Class Actions be dismissed with prejudice as to Settling Defendants and all other Released Parties that are Defendants therein and, except as provided for herein, without costs;

c. discharging and releasing the Released Parties from all Released Claims;

d. reserving continuing and exclusive jurisdiction over the settlement, including its administration;

e. determining pursuant to Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing that the judgment of dismissal of the Class Actions as to Settling Defendants and all other Released Parties that are Defendants therein shall be final and appealable;

f. directing that, for a period of five years, the Clerk of the Court shall preserve the record of those members of the Vitamin Products Settlement Class and/or the Choline Chloride Settlement Class that have timely excluded themselves from the Vitamin Products Settlement and/or Choline Chloride Settlement and that a certified

copy of such records shall be provided to the Settling Defendants at their expense; and

g. directing that, for a period of three years, the Settling Defendants shall not engage in any horizontal conduct that constitutes a per se violation of Section 1 of the Sherman Act, including, but not limited to, price-fixing, market-allocation or bid-rigging, with respect to the sale of any Vitamin Product or Choline Chloride for delivery in the United States.

7. Settlement Consideration. Subject to the provisions hereof, and in full, complete and final settlement of the Class Actions as provided herein, Settling Defendants agree to pay the Vitamin Products Settlement Class their respective several shares of $1,050,137,127, which amounts may be modified as set forth herein. Specifically, Settling Defendants shall have the following payment obligations:

(a) In the event that the Court preliminarily approves the settlement pursuant to paragraphs 4 and 5 hereof, within 10 business days after such approval, each Settling Defendant shall severally pay $35,000 into the Vitamin Products Escrow Account, which amount shall be available immediately thereafter for reimbursement of such costs, fees and expenses associated with the provision of notice to the members of the Settlement Classes pursuant to paragraph 5 hereof as may be approved by the Court.

(b) On or before the Funding Date, (i) the Initial Settling Defendants shall jointly pay into the Vitamin Product Escrow Account the Initial Settling Defendants' Final Settlement Payment (each Initial Settling Defendants' respective contribution toward the Initial Settling Defendants' Final Settlement Payment not to exceed its

Maximum Final Payment (plus an amount for interest as provided in subparagraph (d) of this paragraph)), and (ii) each Additional Settling Defendant shall severally pay into the Vitamin Products Escrow Account its respective Final Settlement Payment. On or before December 31, 1999, Roche shall pay $284,400,000 into the Vitamin Products Escrow Account as an advance against the Initial Settling Defendants' Final Settlement Payment.

(c) Any Settling Defendant may at any time prior to the Funding Date pay into the Vitamin Products Escrow Account all or any portion of either (i) in the case of an Initial Settling Defendant, the Initial Settling Defendants' Final Settlement Payment or any estimation thereof or (ii) in the case of an Additional Settling Defendant, such Additional Settling Defendant's respective Final Settlement Payment or any estimation thereof. In the event that the Initial Settling Defendants (or any of them) have made payment(s) into the Vitamin Products Settlement Fund prior to the Funding Date in an amount different from the amount of the Initial Settling Defendants' Final Settlement Payment, the Initial Settling Defendants shall, on or before the Funding Date, either (i) pay into the Vitamin Products Escrow Account an amount equal to the amount, if any, by which the Initial Settling Defendants' Final Settlement Payment exceeds the payment(s) previously made by the Initial Settling Defendants into the Vitamin Products Escrow Account or (ii) receive a refund from the Vitamin Products Escrow Account in an amount equal to the amount, if any, by which the Initial Settling Defendants' payment(s) into the Vitamin Products Escrow Account exceed the Initial Settling Defendant's Final

Settlement Payment, together with interest as provided in subpart (d) below. Any Additional Settling Defendant that has made any payment(s) into the Vitamin Products Escrow Account prior to the Funding Date in an amount different from the amount of such Additional Settling Defendant's Final Settlement Payment shall, on or before the Funding Date, either (i) pay into the Vitamin Products Escrow Account an amount equal to the amount, if any, by which such Additional Settling Defendant's Final Settlement Payment exceeds the payment(s) previously made by such Additional Settling Defendant into the Vitamin Products Escrow Account, together with interest on such amount as provided in subparagraph (d) of this paragraph, or (ii) receive a refund from the Vitamin Products Escrow Account in an amount equal to the amount, if any, by which such Additional Settling Defendant's payment(s) into the Vitamin Products Escrow Account exceed such Additional Settling Defendant's Final Settlement Payment, together with interest as provided in subparagraph (d) of this paragraph.

(d) At such time as any Settling Defendant makes any payment pursuant to subparagraphs (b) and/or (c) of this paragraph, such Settling Defendant shall also pay into the Vitamin Products Escrow Account an amount equal to the interest (if any) that would have accrued on such payment at the Interest Rate during the period between the date 45 days after entry of the Court's order preliminarily approving the Settlement Agreement and the date of such payment, if later. In the event that the Initial Settling Defendants are entitled to a refund from the Vitamin Products Escrow Account pursuant

to subparagraph (c) of this paragraph, the Initial Settling Defendants shall also receive from the Vitamin Products Escrow Account (i) any amount previously paid by the Initial Settling Defendants as interest on the amount of such refund and (ii) any interest or income earned in escrow with respect to such refund and interest. In the event that any Additional Settling Defendant is entitled to a refund from the Vitamin Products Escrow Account pursuant to subparagraph (c) of this paragraph, such Additional Settling Defendant shall also receive from the Vitamin Products Escrow Account (i) any amount previously paid by such Additional Settling Defendant as interest on the amount of such refund and (ii) any interest or income earned in escrow with respect to such refund and interest.

(e) In the event that any Settling Defendant is obligated to make a Supplemental Payment pursuant to paragraph 22 hereof, such Settling Defendant shall severally pay such Supplemental Payment into the Vitamin Products Escrow Account within 30 days after the final determination of the amount of such Supplemental Payment.

8. Escrow Account. The Escrow Account shall be established and administered under the Court's continuing supervision and control pursuant to the Escrow Agreement.

9. Qualified Settlement Fund. The Escrow Account is intended by the parties hereto to be treated as a "qualified settlement fund" for federal income tax purposes pursuant to Treas. Reg. §1.468B-1, and to that end the parties hereto shall

cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. At the request of the Settling Defendants, a "relation back election" as described in Treas. Reg. §1.468B-1(j) shall be made so as to enable the Escrow Account to be treated as a qualified settlement fund from the earliest date possible, and the Escrow Agent shall take all actions as may be necessary or appropriate to this end. The Escrow Agent shall pay taxes or estimated taxes on any income earned on the funds in the Escrow Account and all related costs and expenses from the Escrow Account, in accordance with the Escrow Agreement, after approval by the Court and whether or not Final Approval has occurred. In the event federal or state income tax liability is finally assessed against and paid by any Settling Defendant as a result of any income earned on the funds in the Escrow Account, such Settling Defendant shall be entitled to reimbursement of such payment from the funds in the Escrow Account, in accordance with the Escrow Agreement, after approval by the Court and whether or not Final Approval has occurred. The Settling Defendants will use their best efforts to resist any such assessment or payment.

10. Determination of Opt-Out Reductions. Within 30 days after the Court-ordered deadline by which members of the Vitamin Products Settlement Class may exclude themselves from the Vitamin Products Settlement, the Settling Defendants shall serve upon Plaintiffs' Co-Lead Counsel their computations of their respective Opt-Out Sales for each Vitamin Product and their respective Opt-Out Reductions, together with

reasonably sufficient supporting records. For purposes of calculating Opt-Out Sales of Premix, the Sales of Premix to each Opt-Out Plaintiff shall be calculated based on the Settling Defendants' records of the portion, calculated in dollars, of the total purchase price of the Premix sold to such Opt-Out Plaintiff that is attributable to one or more component Vitamin Products set forth on Schedule A hereto both (i) with respect to the Settling Defendant that sold the Premix in question and (ii) for the time when such Premix was sold. In the event that a Settling Defendant's records are incomplete with respect to the Vitamin Product content of a particular Sale of Premix to an Opt-Out Plaintiff, that Sale will be treated as though it had the average Vitamin Product content of Premix sold by such Settling Defendant to such Opt-Out Plaintiff from 1990 through 1998. If existing records do not indicate the Vitamin Products content of any Premix Sales to a particular Opt-Out Plaintiff during such period, such Sales will be treated as though they had the estimated average Vitamin Product content of the Settling Defendant's Sales of Premix from 1990 through 1998.

Plaintiffs' Co-Lead Counsel may challenge any Settling Defendant's calculations within 30 days after service of such calculations upon Plaintiffs' Co-Lead Counsel by the Settling Defendants. In the event that Plaintiffs' Co-Lead Counsel challenge any Settling Defendant's calculations, counsel for such Settling Defendant and Plaintiffs' Co-Lead Counsel shall meet promptly thereafter in order to attempt to reach agreement as to the amount of such Settling Defendant's Opt-Out Reduction. If, after

such consultation, Plaintiffs' Co-Lead Counsel and counsel for the Settling Defendant in question do not reach agreement as to the Settling Defendant's Opt-Out Reduction, the matter shall be referred to the Court for decision, and the Court's decision as to the amount of such Settling Defendant's Opt-Out Reduction shall be final, binding and unappealable.

11. All Claims Satisfied by Settlement Funds. Each member of the Vitamin Products Settlement Class shall look solely to the Vitamin Products Settlement Fund for settlement and satisfaction, as provided herein, of all claims released by the Vitamin Products Settlement Class pursuant to paragraph 18 hereof, and each member of the Choline Chloride Settlement Class shall look solely to the Choline Chloride Settlement Fund for settlement and satisfaction, as provided herein, of all claims released by the Choline Chloride Settlement Class pursuant to paragraph 18 hereof. Except as provided by order of the Court pursuant to this Settlement Agreement, no Settlement Class Member shall have any interest in the Vitamin Products Settlement Fund and/or the Choline Chloride Settlement Fund or any portion thereof.

12. All Expenses Paid from Settlement Funds. Settling Defendants shall not be liable for any of the costs or expenses of the litigation of the Class Actions or of this settlement, including but not limited to those (a) of any of plaintiffs' counsel, experts, consultants, agents and representatives; (b) incurred in giving notice (except insofar as provided in paragraph 5 hereof); or (c) incurred in administering the settlement or

distributing the Settlement Funds. After Final Approval, all such costs and expenses as are approved by the Court may be paid out of the Settlement Funds, in accordance with the Escrow Agreement and the Plan of Distribution. Reimbursement of plaintiffs' counsel shall be limited to the amount of any costs and expenses properly allocated to the Settlement Funds, on a proportional basis, taking into account such other settlement funds obtained from other Defendants then available to plaintiffs.

13. Attorneys' Fees. Subject to Court approval of this provision, the Settling Defendants shall pay attorneys' fees for Class Counsel, in addition to, and independent of, the payments to be made by the Settling Defendants pursuant to paragraph 7 hereof, as follows:

(a) In light of (i) the complexity of the litigation; (ii) Class Counsel's efforts on behalf of all members of the Vitamin Products Settlement Class, including such persons or entities that have filed separate direct actions against the Defendants and such persons or entities as may ultimately exclude themselves from the Vitamin Product Settlement Class, including (A) the filing of the first complaints in the Class Actions, (B) the taking of the earliest discovery in the Class Actions and (C) the establishment of a document depository; and (iii) the waiver by Class Counsel contained in subparagraph (b) of this paragraph, the Settling Defendants agree to pay a reasonable attorneys' fee to Class Counsel, which the Settling Defendants and Class Counsel agree is $122,438,032 (plus an amount equal to the interest (if any) that would have accrued on such amount as

is approved by the Court at the Interest Rate during the period between the date 45 days after the Court's order preliminarily approving the settlement and the Attorneys' Fee Payment Date, if later), regardless of the number of members of the Vitamin Products Settlement Class that may exclude themselves from the Vitamin Products Settlement. The Settling Defendants and Class Counsel agree that the final award of attorneys' fees for Class Counsel is a matter committed to the sole discretion of the Court, and Settling Defendants will not in that connection object to Class Counsel's request(s) to this Court pursuant to subparagraphs (a) and (c) of this paragraph for a reasonable attorneys' fee not to exceed $122,438,032, regardless of the basis for any such award by the Court.

(b) In light of Settling Defendants' agreement (i) that Class Counsel's investigation and efforts are largely responsible for the prosecution and settlement of the civil antitrust claims that created the Settlement Funds; (ii) that the Settlements and the percentage recovery secured by Class Counsel are likely to be important factors in the settlement positions of Opt-Out Plaintiffs and, therefore, that the efforts of Class Counsel provided a benefit to all members of the Settlement Classes whether or not they remain members of the Settlement Classes; (iii) that the amount of the attorneys' fees agreed upon for Class Counsel reflects the reasonableness of compensating Class Counsel for their efforts on behalf of all members of the Settlement Classes; and (iv) that Class Counsel may avail themselves of the procedures set forth in subparagraph (c) of this paragraph, Class Counsel agree that, regardless of the amount of the fee award granted by

the Court pursuant to this paragraph, and except as expressly provided in subparagraphs (a) and (c) of this paragraph, they will not seek, and hereby waive any claim to, compensation, on a claim of *quantum meruit* or any other ground, in connection with claims by members of the Vitamin Products Settlement Class, including Opt-Out Plaintiffs, against the Vitamin Products Released Parties based on purchases of Vitamin Products and, in addition, any increases in the recoveries of the members of the Vitamin Products Settlement Class due to any Supplemental Payments to the Vitamin Products Settlement Fund pursuant to paragraph 7 hereof. In light of the foregoing and of possible actual or potential conflicts of interest, Class Counsel agree not to represent Opt-Out Plaintiffs in connection with claims against the Vitamin Products Released Parties based on Purchases of Vitamin Products, and not to seek compensation in connection with any such claims other than (i) from the Court, (ii) for Class Counsel's efforts on behalf of Vitamin Products Settlement Class as a whole, (iii) from the Settling Defendants, (iv) pursuant to the provisions of this paragraph 13, and (v) in a total amount not to exceed the difference between the amount awarded pursuant to subparagraph (a) of this paragraph and $122,438,032 (plus interest as provided above).

(c) In the event that (i) the Court approves an attorneys' fee pursuant to subparagraph (a) of this paragraph in an amount less than $122,438,032 (plus interest as provided above) and (ii) one or more Opt-Out Plaintiffs enter into settlements with or obtain judgments against the Settling Defendants, the Settling Defendants agree that

Class Counsel may apply to the Court for an additional award of attorneys' fees on the grounds that the recovery obtained by such Opt-Out Plaintiff(s) is attributable, in whole or in part, to the prior efforts of Class Counsel on behalf of the Vitamin Products Settlement Class as a whole, including Opt-Out Plaintiffs, and that an appropriate attorneys' fee for Class Counsel, in light of those prior efforts and of the benefits that those efforts secured for such Opt-Out Plaintiff(s), is greater than the attorneys' fee initially awarded by the Court pursuant to subparagraph (a) of this paragraph. Class Counsel may make such an application to the Court regardless of whether the Opt-Out Plaintiff(s) in question may be a party to a proceeding in any other court. Class Counsel agree that at no point will they seek an award from the Court for an amount greater than the difference between $122,438,032 and the total amount of the attorneys' fees previously awarded to Class Counsel by the Court pursuant to this paragraph 13. In the event that the Court makes an additional award of attorneys' fees to Class Counsel pursuant to subparagraph (c) of this paragraph, Settling Defendants will each pay their respective several share of the full amount of such additional award, based on their respective Fee Percentages, up to the point that the aggregate compensation of Class Counsel does not exceed $122,438,032.

(d) Each Settling Defendant shall severally pay its respective Fee Payment into the Attorneys' Fee Escrow Account on or before the Attorneys' Fee

Payment Date, if such date falls prior to Final Approval or, if Final Approval has already occurred, into an account designated in writing by Plaintiffs' Co-Lead Counsel.

14. Distribution of Settlement Funds Conditioned Upon Final Approval. Except as provided in paragraphs 5 and 9 hereof and Section 6(e) of the Escrow Agreement, no distribution to any Settlement Class Member or disbursement of any kind may be made from the Settlement Funds until after Final Approval. After Final Approval and subject to prior Court order, disbursements may be made from the Settlement Funds to pay, on an interim basis, any reasonable costs and expenses as provided in paragraph 12 hereof. Such interim disbursements may be made prior to the time when the balance of the Vitamin Products Settlement Fund less all taxes, costs and expenses payable therefrom (the "Net Vitamin Products Settlement Fund") is distributed to the members of the Vitamin Products Settlement Class and the balance of the Choline Chloride Settlement Fund less all taxes, costs and expenses payable therefrom (the "Net Choline Chloride Settlement Fund") may be distributed to the members of the Choline Chloride Settlement Fund, in each case pursuant to the Plan of Distribution to be approved by the Court pursuant to paragraph 16 hereof. After Final Approval, the Net Vitamin Products Settlement Fund and the Net Choline Chloride Settlement Fund may be distributed to Authorized Claimants as ordered by the Court in accordance with the Plan of Distribution. In no event shall Settling Defendants have any liability or responsibility

with respect to the distribution and administration of the Settlement Funds including, but not limited to, the costs and expenses of such distribution and administration.

15. Court Approval of All Distributions. Court approval shall be required prior to any disbursement or any distribution from the Settlement Funds.

16. Plan of Distribution. At least 30 days prior to the Settlement Hearing, Plaintiffs' Co-lead Counsel shall submit to the Court a detailed proposal for a Plan of Distribution that they believe fairly and adequately provides for the administration of the Vitamin Products Settlement and the Choline Chloride Settlement and the distribution of the Net Vitamin Products Settlement Fund and the Net Choline Chloride Settlement Fund as provided in this Settlement Agreement.

(a) The Plan of Distribution for the Vitamin Products Settlement Fund shall be subject to Court approval and shall provide for an allocation of the Vitamin Products Settlement Fund that is consistent with the following terms:

(i) First, the Preliminary Settlement Amounts of the Settling Defendants shall be allocated among the Vitamin Products as provided in this subparagraph. The combined Preliminary Settlement Amounts of the Initial Settling Defendants shall be allocated among each Vitamin Product as set forth on Schedule C hereto. The Preliminary Settlement Amount of Daiichi shall be allocated among each of the Vitamin Products indicated with respect to Daiichi on Schedule C hereto, as set forth therein. The Preliminary Settlement Amount of Eisai shall be allocated to Vitamin E as set forth on

Schedule C hereto. Finally, the Preliminary Settlement Amount of Takeda shall be allocated among each of the Vitamin Products indicated with respect to Takeda on Schedule C hereto, as set forth therein.

(ii) Second, the aggregate amounts allocated to each Vitamin Product as provided in subparagraph (a)(i) and set forth on Schedule C hereto shall be reduced to the extent that members of the Vitamin Products Settlement Class timely and validly exclude themselves from the Vitamin Products Settlement. For each such Opt-Out Plaintiff, the amount of the reduction in the amount allocated to a particular Vitamin Product shall be equal to the product of (A) the Purchases of such Vitamin Product by such Opt-Out Plaintiff and (B) the percentage allocation for such Vitamin Product set forth on Schedule C hereto for the Settling Defendant (or any subsidiary or affiliate thereof) from which the Opt-Out Plaintiff made such Purchases.

(iii) Third, after all reductions have been made for Opt-Out Plaintiffs in accordance with subparagraph (a)(ii), the remaining amounts allocated to each Vitamin Product (less the portion of any costs and expenses payable by the Vitamin Products Settlement Fund that are allocable, on a proportional basis, to each such amount) shall be allocated to those Authorized Claimants determined in accordance with the procedures described in subparagraphs (b) and (c) to have Allowed Purchases of such Vitamin Product, in proportion to the amounts of their respective Allowed Purchases of such Vitamin Product.

(iv) For purposes of subparagraphs (a)(i), (ii) and (iii) of this paragraph, the amount of the Sales of Premix by the Settling Defendants, and of the Purchases of Premix by each member of the Vitamin Products Settlement Class, shall be based on the actual Sales of Premix to (or Purchases of Premix by) each member of the Vitamin Products Settlement Class and, accordingly, for each Sale (or Purchase) of Premix, upon a determination as to the portion, calculated in dollars, of the purchase price of the Premix sold by (or purchased from) a Settling Defendant that is attributable to one or more component Vitamin Products manufactured by such Settling Defendant and specified on Schedule A hereto for the time of the Sale (or Purchase) in question, using the same methodology set forth in paragraph 10 hereof. For purposes of paragraph 22 hereof, the Sales of Premix to (or Purchases of Premix by) any Opt-Out Plaintiff shall be determined in the same manner as that used to determine the Sales of Premix to (or Purchases of Premix by) each member of the Vitamin Product Settlement Class as described above.

(v) In the event any Settling Defendant makes a Supplemental Payment with respect to any Vitamin Product pursuant to paragraphs 7(e) and 22 hereof, the amount of such Supplemental Payment (less the portion of any additional costs and expenses payable by the Vitamin Products Settlement Fund that are allocable, on a proportional basis, to such funds) shall be distributed, as approved by the Court, to those Authorized Claimants determined in accordance with the procedures described in

subparagraphs (b) and (c) of this paragraph to have Allowed Purchases of such Vitamin Product, in proportion to the amounts of their respective Allowed Purchases of such Vitamin Product.

(b) Settling Defendants shall supply to Plaintiffs' Co-Lead Counsel and to such other person(s) as may be appointed by the Court to administer the settlement (the "Settlement Administrator") such business records as may exist, in an electronic medium, as may reasonably be used to identify individual members of the Vitamin Products Settlement Class, their respective last known addresses and their respective Purchases of Vitamin Products. Each member of the Vitamin Products Settlement Class that wishes to participate in the Vitamin Products Settlement Fund shall be required to file a timely Proof of Claim under oath that sets forth such Settlement Class Member's claimed Purchases of each Vitamin Product from each manufacturer identified with respect to such Vitamin Product on Schedule A hereto (or any subsidiary or affiliate thereof), together with such documentation as the Plan of Distribution may require in support of such Proofs of Claim. Any member of the Vitamin Products Settlement Class that fails to file a proper Proof of Claim by the deadline established by the Plan of Distribution shall be forever barred from receiving any distribution from the Vitamin Products Settlement Fund (unless a late-filed Proof of Claim by such Settlement Class Member is specifically approved by Court order) but will in all other respects be bound by all the terms and

provisions of this Settlement Agreement, including but not limited to the releases, waivers and covenants described in paragraphs 18, 20 and 24 hereof.

(c) The Plan of Distribution shall provide for investigation, review and resolution of proofs of claim by such means as are reasonable and necessary to verify the Purchases of Vitamin Products claimed by each member of the Vitamin Products Settlement Class, including procedures for Court review of the determinations of the Settlement Administrator. Any member of the Vitamin Products Settlement Class that submits a Proof of Claim for Purchases in excess of those indicated by Settling Defendants' records shall bear the burden of proving that the Settling Defendants' records do not accurately reflect such Settlement Class Member's Purchases. Counsel for the Settling Defendants shall, upon request, be kept reasonably apprised of the course of the claims administration process and shall have the right to inspect all Proofs of Claim and related documentation.

(d) After the Allowed Purchases for each member of the Vitamin Products Settlement Class have been determined, the Net Vitamin Products Settlement Fund shall be allocated among those members of the Vitamin Products Settlement Class determined to have made such Allowed Purchases ("Authorized Claimants"). In no event shall any portion of the Settlement Fund be distributed or revert to Settling Defendants under any circumstances after Final Approval. Each Authorized Claimant shall receive a distribution from the Net Vitamin Products Settlement Fund, including any portion of the

fund corresponding to Purchases by members of the Vitamin Products Settlement Class that have not filed timely and valid proofs of claim, in accordance with subparagraph (a) of this paragraph. The parties hereto expressly recognize that distribution of the Vitamin Products Settlement Fund as provided in subparagraph (a) of this paragraph is an integral provision of this Settlement Agreement, absent which Settling Defendants would not have consented to other terms set forth herein.

17. Choline Chloride. The Settlement Classes and BASF agree that the resolution of their dispute regarding Choline Chloride is a material part of this Settlement Agreement, without which this Settlement Agreement would not have been reached by the Settlement Classes and BASF.

(a) Consideration. In consideration for receiving the release provided in paragraph 18(b) with respect to Choline Chloride, BASF shall pay a Choline Chloride Payment of $5 million into a separate fund within the Escrow Account maintained by the Escrow Agent (the "Choline Chloride Escrow Account") within 30 days after the Court enters a final order of approval of the Choline Chloride Settlement, and an additional amount not to exceed $20 million as described below in paragraphs 17(b), 17(c) and 17(f) within 30 days of notice from Plaintiffs' Co-Lead Counsel that the conditions for such payment have been satisfied or, if BASF's counsel challenges that determination, within 30 days of the resolution by the Court of any dispute with respect to satisfaction of such condition.

(b) Contingent Payment. Plaintiffs' Counsel agree to vigorously pursue claims against Chinook Group, Ltd., Chinook Group, Inc. DuCoa, L.P., DCV, Inc., Bioproducts, Inc., Akzo Nobel Inc., Akzo Nobel, N.V., UCB S.A. and UCB, Inc. (including but not limited to those entities' parents, subsidiaries and affiliates, as may be appropriate) (collectively, the "Other Choline Chloride Defendants") for damages resulting from the alleged conspiracy to fix prices and allocate markets of Choline Chloride, which alleged conspiracy purportedly affected the market for Choline Chloride in the United States since 1988. BASF agrees to make an additional payment into the Choline Chloride Escrow Account under the circumstances described below, if (i) Plaintiffs' Counsel vigorously and in good faith pursue claims against the Other Choline Chloride Defendants, and use every reasonable means to collect upon judgments and/or settlements, and (ii) notwithstanding such efforts, the aggregate payments received from the Other Choline Chloride Defendants is less than the Net Contingent Choline Chloride Payment.

(c) In the event that the Net Contingent Choline Chloride Payment exceeds the actual aggregate recovery from the Other Choline Chloride Defendants, Plaintiffs' Co-Lead Counsel shall promptly notify counsel for BASF if they believe that they have satisfied the foregoing conditions, and shall provide counsel for BASF with appropriate documentation and other information to support that belief. Plaintiffs' Co-Lead Counsel also shall (i) calculate the amount, if any, by which the Net Choline

Chloride Payment exceeds the Choline Chloride Settlement Class's actual, aggregate Choline Chloride recovery from the Other Choline Chloride Defendants; (ii) provide BASF's counsel with appropriate documentation and information regarding that calculation; and (iii) request that BASF make a payment to the Choline Chloride Escrow Account in the amount of that difference, but in no event shall Plaintiffs' Co-Lead Counsel request or shall BASF be required to pay an additional amount that exceeds the Net Contingent Choline Chloride Payment. In other words, even if no members of the Choline Chloride Settlement Class exclude themselves from the Choline Chloride Settlement Class and plaintiffs' recovery from the Other Choline Chloride Defendants is zero, the maximum payment that BASF shall be required to pay to fully and completely resolve the Choline Chloride Settlement Class's claims concerning Choline Chloride is a Choline Chloride Payment of $5 million and an additional payment of $20 million.

(d) Administration & Distribution Plan. At least 30 days prior to the Settlement Hearing, Plaintiffs' Co-Lead Counsel shall submit to the Court a detailed proposal for a Plan of Distribution for the Choline Chloride settlement that they believe fairly and adequately provides for the administration of the Choline Chloride settlement and the distribution of the Net Choline Chloride Settlement Fund as provided herein. The Plan of Distribution for the Choline Chloride settlement shall be subject to Court approval and shall in substance contain the following terms and conditions:

(i) Each member of the Choline Chloride Settlement Class that wishes to participate in the Choline Chloride Settlement Fund shall be required to file a timely Proof of Claim under oath that sets forth such Choline Chloride Settlement Class Member's claimed Purchases of Choline Chloride, together with such documentation as the Plan of Distribution for the Choline Chloride settlement may require in support of such proofs of claim. Any member of the Choline Chloride Settlement Class that fails to file a proper Proof of Claim by the deadline established by the Plan of Distribution shall be forever barred from receiving any distribution from the Choline Chloride Settlement Fund (unless a late-filed Proof of Claim by such Settlement Class Member is specifically approved by Court order) but will in all other respects be bound by all the terms and provisions of this Settlement Agreement, including but not limited to the releases, waivers and covenants described in paragraphs 18, 20 and 24 hereof.

(ii) The Plan of Distribution shall provide for investigation and review of proofs of claim by such means as are reasonable and necessary to verify the Purchases of Choline Chloride claimed by members of the Choline Chloride Settlement Class. The Plan of Distribution shall establish procedures for the Court to review the determinations of the Settlement Administrator.

(iii) After the Allowed Purchases (if any) for each member of the Choline Chloride Settlement Class have been determined, the Net Settlement Fund shall be allocated among those members of the Choline Chloride Settlement Class determined to

have made such Allowed Purchases ("Authorized Choline Chloride Claimants"). Each Authorized Choline Chloride Claimant shall receive a distribution from the Net Settlement Fund in an amount that bears the same proportion to the Net Settlement Fund as such Authorized Choline Chloride Claimant's Allowed Purchases of Choline Chloride bears to the sum of the Allowed Purchases of Choline Chloride of all Authorized Choline Chloride Claimants. Any additional Choline Chloride payment made pursuant to paragraph 17(c) shall be allocated in the same manner.

(e) Most Favored Nations Clause Inapplicable. The terms of paragraph 22 of this Settlement Agreement shall have no application to this paragraph 17. BASF shall have no obligation to increase its settlement payment regarding Choline Chloride to the Escrow Account under any circumstances except as explicitly described in this Paragraph 17.

(f) Choline Chloride Payment and Net Contingent Choline Chloride Payment. Within 45 days after a final determination is made with respect to the validity of each Choline Chloride Settlement Class Member's allowed Proof of Claim for Purchases of Choline Chloride from any entity, Plaintiffs' Co-Lead Counsel and BASF shall use their reasonable best efforts to calculate the percentage of Purchases of Choline Chloride from any entity that is associated with those potential Choline Chloride Class Members who excluded themselves from the settlement (the "Choline Chloride Opt-Out Percentage"). The Choline Chloride Payment shall be $5 million regardless of Opt-Outs.

The Net Contingent Choline Chloride Payment shall be determined by multiplying the Choline Chloride Opt-Out Percentage by $20 million, and then subtracting the product of that calculation from $20 million.

(g) Attorneys' Fees for Choline Chloride. Plaintiffs' counsel shall make an application for a payment of attorneys' fees related to Choline Chloride. BASF and Plaintiffs' Counsel agree that, in light of the complexity of the litigation and plaintiffs' counsel's efforts, a reasonable attorneys' fee for plaintiffs' counsel in connection with this litigation and settlement of the Choline Chloride Released Claims against the Choline Chloride Released Parties is equal to 15% of BASF's total contribution to the Choline Chloride Settlement Fund made pursuant to this paragraph 17 (the "Choline Chloride Fee"). Plaintiffs' counsel agree that they shall not seek Court approval for attorneys' fees in connection with this litigation and settlement of the parties' dispute as to Choline Chloride in excess of the Choline Chloride Fee, and BASF agrees that it will not oppose any request by or on behalf of plaintiffs' counsel that does not seek Court approval of attorneys' fees in excess of the Choline Chloride Fee. Plaintiffs' counsel will not seek, and hereby waive, any right to compensation, on a claim of *quantum meruit* or any other ground, in connection with any future settlement or recovery related to Choline Chloride on the part of any Opt-Out Plaintiff against any Choline Chloride Released Party. Contingent on the Court's approval of the fee application, BASF agrees, within 45 days after Final Approval, to pay $750,000,

representing the Choline Chloride Fee into an account designated in writing by Plaintiffs' Co-Lead Counsel, provided that the Court has approved attorneys' fees in connection with the Choline Chloride Settlement of that amount. BASF agrees to make an additional payment of attorneys' fees, not to exceed 15% of any additional payment made pursuant to paragraph 17(c), on the date such payment is made, to the Attorneys' Fee Escrow Account if such date falls prior to Final Approval or, if Final Approval has already occurred, into an account designated in writing by Plaintiffs' Co-Lead Counsel.

18. Releases. In addition to the effect of any final judgment entered in accordance with this Settlement Agreement, in the event that this Settlement Agreement is approved by the Court after the Settlement Hearing:

(a) the Vitamin Products Released Parties shall be released and forever discharged from all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, that any Vitamin Products Releasing Party or Vitamin Products Releasing Parties, whether directly, representatively, derivatively or in any other capacity, ever had, now have or hereafter can, shall or may have, relating in any way to any conduct prior to the date hereof concerning the purchase, sale or pricing of Vitamin Products and any and all other vitamins or relating to any conduct alleged in the Class Actions including, without

limitation, any such claims which have been asserted or could have been asserted in the Class Actions against the Vitamin Products Released Parties or any one of them (the "Released Vitamin Products Claims"), except that this release shall not affect the rights of any Vitamin Products Releasing Party or Vitamin Products Releasing Parties (i) to seek damages or other relief from any person with respect to any Vitamin Products or vitamins purchased directly from the manufacturer (or any subsidiary or affiliate thereof) for delivery to a destination outside the United States; or (ii) to participate in or benefit from any relief or other recovery as part of a settlement or judgment on behalf of a class of indirect purchasers of Vitamin Products (such reservation by the Vitamin Products Releasing Parties of any right to participate in any relief or other recovery as part of a settlement or judgment on behalf of a class of indirect purchasers of Vitamin Products shall under no circumstances be construed to constrain the Vitamin Products Released Parties from asserting any defense or opposing the certification of any putative class of indirect purchasers of Vitamin Products); and

(b) the Choline Chloride Released Parties shall be released and forever discharged from all manner of claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, that any Choline Chloride Releasing Party or Choline Chloride Releasing Parties, whether

directly, representatively, derivatively or in any other capacity, ever had, now have or hereafter can, shall or may have, relating in any way to any conduct prior to the date hereof concerning the purchase, sale or pricing of Choline Chloride or relating to any conduct alleged in the Class Actions including, without limitation, claims which have been asserted or could have been asserted in the Class Actions against the Choline Chloride Released Parties or any one of them (the "Released Choline Chloride Claims"), except that this release shall not affect the rights of any Choline Chloride Releasing Party or Choline Chloride Releasing Parties (i) to seek damages or other relief from any person with respect to Choline Chloride purchased directly from the manufacturer (or any subsidiary or affiliate thereof) for delivery to a destination outside the United States; or (ii) to participate in or benefit from any relief or other recovery as part of a settlement or judgment on behalf of a class of indirect purchasers of Choline Chloride (such reservation by the Choline Chloride Releasing Parties of any right to participate in any relief or other recovery as part of a settlement or judgment on behalf of a class of indirect purchasers of Choline Chloride shall under no circumstances be construed to constrain the Choline Chloride Released Parties from asserting any defense or opposing the certification of any putative class of indirect purchasers of Choline Chloride).

19. Reservation of Claims. The members of the respective Settlement Classes intend by this Settlement Agreement to settle with and release only the Vitamin Products Released Parties and the Choline Chloride Released Parties that such Settlement

Class Members have released pursuant to paragraphs 18 and 20 hereof, and the parties do not intend this Settlement Agreement, any part hereof or any other aspect of the proposed settlement or release, to release or otherwise affect in any way any rights any Settlement Class Member has or may have against any other party or entity whatsoever other than the Vitamin Products Released Parties and/or the Choline Chloride Released Parties released by such Settlement Class Member pursuant to paragraphs 18 and 20 hereof. More particularly, the fact or terms of this settlement with the Settling Defendants and the releases contained herein shall not be construed to release or limit in any manner whatsoever the joint or several liability or damage responsibility of any Defendant or alleged co-conspirator other than the Released Parties for the alleged conspiracies, sales or other acts alleged in these actions, including, but not limited to, any alleged damage or responsibility for any of the acts of the Released Parties. In addition, the releases set forth in paragraphs 18 and 20 hereof shall not release any product liability or breach of contract claims unrelated to the subject matter of the Class Actions.

20. Waiver of Rights. In addition to the provisions of paragraph 18, each Settlement Class Member hereby expressly agrees that, upon Final Approval, it will waive and release with respect to the Released Vitamin Products Claims and/or the Released Choline Chloride Claims that such Settlement Class Member has released pursuant to paragraph 18 hereof any and all provisions, rights and benefits conferred either (a) by § 1542 of the California Civil Code, which reads:

> "Section 1542. General release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;"

or (b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Each Settlement Class Member may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Vitamin Products Claims and/or the Released Choline Chloride Claims that such Settlement Class Member has released pursuant to paragraph 18 hereof, but each Settlement Class Member hereby expressly agrees that, upon Final Approval, it shall have waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the Released Vitamin Products Claims and/or the Released Choline Chloride Claims that such Settlement Class Member has released pursuant to paragraph 18 hereof, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

21. Cooperation. Effective upon the execution of this Settlement Agreement by the undersigned counsel and subject to the entry of an appropriate protective order, the Settling Defendants agree:

(a) that, notwithstanding the entry of the order and final judgment pursuant to paragraph 6 hereof, each Settling Defendant shall continue to be considered a party

defendant in the Class Actions for the sole purpose of discovery with respect to claims regarding Vitamin Products to be conducted pursuant to the Federal Rules of Civil Procedure; and

(b) that nothing herein is intended: (i) to prevent any officer, employee or agent of the Settling Defendants from asserting, where appropriate, any Fifth Amendment privilege against self-incrimination or any attorney-client privilege held by him in his individual capacity; (ii) to require the Settling Defendants to waive or breach any attorney-client or attorney's work-product relationship that any of them now holds or may in the future hold itself or that they have entered into or may enter into with any third party as a result of any co-operative defense effort in any proceedings related to Vitamin Products and/or Choline Chloride; (iii) to require the disclosure of the impressions or thought processes of the Settling Defendants' attorneys or other privileged materials of the Settling Defendants; (iv) to extend to any non-parties to this Settlement Agreement any of the benefits provided herein by the Settling Defendants for the benefit of members of the Vitamin Products Settlement Class; or (v) to prevent the plaintiffs from participating in any discovery in M.D.L. No. 1285 initiated by a person not subject to the terms of this Settlement Agreement.

22. Most Favored Nation. Settling Defendants agree that the Vitamin Products Settlement Class shall enjoy most favored nation status, as provided herein.

(a) Any Opt-Out Settlement Agreement executed after the date hereof shall (i) be in writing and (ii) specify, separately for each Vitamin Product, the amount of any Cash Consideration and the nature and terms of any Non-Cash Consideration to be provided by the Settling Defendant(s) to the Opt-Out Plaintiff.

(b) Within thirty days of the first half-year anniversary of this Settlement Agreement, and of each of the following three half-year anniversaries, any Settling Defendant that has entered into an Opt-Out Settlement Agreement shall provide the Plaintiffs' Review Committee with (i) a copy of such Opt-Out Settlement Agreement; (ii) any determination made by the Opt-Out Arbitrator with respect to such Opt-Out Settlement Agreement pursuant to paragraph 23 hereof; and (iii) a calculation as to the amount of the Supplemental Payment, if any, that such Settling Defendant is obligated to make pursuant to subparagraph (e) of this paragraph. The Plaintiffs' Review Committee shall maintain all such materials (including all information contained therein) in strict confidence, shall not use them for any purpose other than enforcing the provisions of this paragraph, shall not disclose them to any person other than as may be necessary for purposes of enforcing the provisions of this paragraph and, either 60 days after receiving such materials or 30 days after any determination by the Court pursuant to subparagraph (f) of this paragraph, whichever is later, shall either destroy or return to the appropriate Settling Defendant the materials provided to the Plaintiffs' Review Committee pursuant to this subparagraph, including all copies thereof.

(c) A Settling Defendant shall be required to make a Supplemental Payment if the Opt-Out Recovery to be paid by such Settling Defendant under an Opt-Out Settlement Agreement entered into with respect to Sales of any Vitamin Product (except vitamin B9 (folic acid)) is greater than such Settling Defendant's Imputed Payment Amount with respect to such Sales. The Imputed Payment Amount of each Settling Defendant shall be computed as follows:

For each Initial Settling Defendant, the Imputed Payment Amount with respect to Sales of a particular Vitamin Product to an Opt-Out Plaintiff shall be equal to the sum of (i) the amount that such Settling Defendant would actually have been required to pay pursuant to paragraph 7 hereof with respect to such Sales had the Opt-Out Plaintiff in question not timely and validly excluded itself from the Vitamin Products Settlement Class; and (ii) up to 17.65% of (i) if the Opt-Out Plaintiff in question certifies in writing that such amount is attributable to attorneys' fees paid or payable by such Opt-Out Plaintiff.

For each Additional Settling Defendant, the Imputed Payment Amount with respect to Sales of a particular Vitamin Product to an Opt-Out Plaintiff shall be equal to the sum of (i) the amount derived by multiplying such Sales by the weighted average of the payments made by the Settling Defendants with respect to such Vitamin Product, expressed as a percentage of such Settling Defendants' Sales of such Vitamin Product to the members of the Vitamin Products Settlement Class that do not timely and

validly exclude themselves from the Vitamin Products Settlement Class; and (ii) up to 17.65% of (i) if the Opt-Out Plaintiff certifies in writing that such amount is attributable to attorneys' fees paid or payable by such Opt-Out Plaintiff.

(d) For purposes of subparagraph (c) of this paragraph, a Settling Defendant shall be permitted to include among the Sales of a Vitamin Product considered to determine its Imputed Payment Amount with respect to an Opt-Out Plaintiff any Sales of such Vitamin Product to such Opt-Out Plaintiff by persons other than such Settling Defendant ("Other Sales"), provided that both (i) the Opt-Out Plaintiff has agreed in writing to exclude from the dollar amount collectable on any judgment against any Settling Defendant identified with respect to such Vitamin Product on Schedule A hereto, and not to collect on any such judgment, an amount equal to the percentage of such judgment that such Other Sales bear to such Opt-Out Plaintiffs' total Purchases of such Vitamin Product; and (ii) the Settling Defendant that made such Other Sales to the Opt-Out Plaintiff certifies, in writing, that it is not providing any separate compensation (A) to the Opt-Out Plaintiff with respect to such Sales and (B) to the Settling Defendant that entered into the Opt-Out Settlement Agreement, other than reimbursement of the amount paid by such Settling Defendant with respect to such Other Sales.

(e) In the event that the Opt-Out Recovery to be paid by a Settling Defendant exceeds such Settling Defendant's Imputed Payment Amount, the Settling Defendant in question shall be obligated to make a Supplemental Payment in cash equal

to the amount, if any, by which (i) the product of (A) the total Allowed Purchases of such Vitamin Product from such Settling Defendant and (B) the quotient of (I) the amount by which the Opt-Out Recovery paid by such Settling Defendant exceeds such Settling Defendant's Imputed Payment Amount over (II) the Opt-Out Plaintiff's Purchases of the Vitamin Product in question from the Settling Defendant in question exceeds (ii) the amount of all Supplemental Payments due or previously paid with respect to such Vitamin Product by such Settling Defendant, if any; *provided, however,* that notwithstanding anything in the foregoing to the contrary, no Supplemental Payment shall be required (i) to the extent that the excess of the Opt-Out Recovery to be paid to a particular Opt-Out Plaintiff by a Settling Defendant over such Settling Defendant's Imputed Payment Amount reflects a material difference in the situation of the Opt-Out Plaintiff in question vis-a-vis the members of the Vitamin Products Settlement Class, such that application of this provision is inappropriate, and Plaintiffs' Co-Lead Counsel concur in that determination; or (ii) in the event that the Opt-Out Recovery to be paid by a Settling Defendant with respect to Sales of a particular Vitamin Product, expressed as a percentage of Sales by such Settling Defendant to the Opt-Out Plaintiff in question, does not exceed the consideration actually recovered from the Vitamin Products Settlement Fund by members of the Vitamin Product Settlement Class with respect to such Vitamin Product, expressed as a percentage of their Purchases of such Vitamin Product.

(f) In the event that the Plaintiffs' Review Committee and a Settling Defendant are unable to reach an agreement as to whether a Supplemental Payment is required or as to the amount of any Supplemental Payment, either party may refer the matter to the Court for decision.

(g) Nothing herein shall be construed to require any Settling Defendant to make any Supplemental Payment with respect to any settlement agreement, or to furnish Plaintiffs' Co-Lead Counsel with any settlement agreement, or any information regarding any settlement, that is entered into (i) after the second anniversary of the date hereof; (ii) after entry of a final pretrial order in the action to which such settlement relates; or (iii) within 30 days prior to the date set for commencement of trial in the action to which such settlement relates.

(h) The obligations set forth in this paragraph 22 shall expire as to any member of the Vitamin Products Settlement Class that enters into a settlement agreement with any other person that settles or compromises any actual or potential antitrust claim relating to Sales of Vitamin Products and does not contain a provision substantively similar to this paragraph.

23. Optional Procedure for Valuation of Opt-Out Recoveries. Prior to executing any Opt-Out Settlement Agreement involving Non-Cash Consideration, a Settling Defendant may engage in the valuation procedure set forth in this paragraph respecting the determination of the Opt-Out Recovery, separately by Vitamin Product,

attributable to such Opt-Out Settlement Agreement for purposes of paragraph 22 hereof. In the event that the valuation procedure set forth in this paragraph is not employed with respect to a particular Opt-Out Settlement Agreement, the provisions of paragraph 22 hereof shall remain in full force and effect with respect to such Opt-Out Settlement Agreement.

(a) In the event that Plaintiffs' Co-Lead Counsel and the Settling Defendants cannot agree upon the selection of the Opt-Out Arbitrator within 30 days of the date hereof, Plaintiffs' Co-Lead Counsel and the Settling Defendants collectively shall thereupon each designate a single elector for the purpose of selecting the Opt-Out Arbitrator. Unless otherwise agreed by Plaintiffs' Co-Lead Counsel and the Settling Defendants, neither the electors nor the Opt-Out Arbitrator shall be affiliated with any member of the Vitamin Products Settlement Class, any Vitamin Products Released Party or their respective attorneys. Within 30 days after the date of designation of the electors, the electors shall mutually agree upon the selection of the Opt-Out Arbitrator, who shall be a person with sufficient expertise in financial and business matters to accomplish the calculations contemplated in this paragraph 23. If the electors are unable to agree upon the selection of the Opt-Out Arbitrator, then the Opt-Out Arbitrator shall be selected by the Court.

(b) Promptly upon the appointment of the Opt-Out Arbitrator, Plaintiffs' Co-Lead Counsel and the Settling Defendants shall together meet and confer with the

Opt-Out Arbitrator for the purpose of explaining the arbitration process set forth herein. At any time subsequent to the appointment of the Opt-Out Arbitrator, a Settling Defendant may provide to the Opt-Out Arbitrator an unexecuted Opt-Out Settlement Agreement for valuation. The Settling Defendant shall contemporaneously provide the Opt-Out Arbitrator with the following materials: (i) a record of the Opt-Out Plaintiff's purchases of Vitamin Products from the Settling Defendant since 1990, identifying (to the extent available) the date of the purchase(s), the products(s) purchased, the purchase price(s), and the volume(s) purchased, and (ii) a statement as to how (if at all) the payment and credit terms (if any) contained in the Opt-Out Settlement Agreement vary from the payment and credit terms extended by the Settling Defendant in the ordinary course of business to similarly situated customers, along with reasonable supporting documentation.

(c) Within 10 calendar days of receipt of the materials identified in subparagraph (b) of this paragraph, the Opt-Out Arbitrator shall provide to counsel for the Settling Defendant the Opt-Out Arbitrator's determination of the Opt-Out Recovery attributable to the Opt-Out Settlement Agreement, separately by Vitamin Product, assuming the Opt-Out Settlement Agreement were executed 30 calendar days from the date of submission of the materials identified in subparagraph (b) of this paragraph to the Opt-Out Arbitrator.

(d) In the event that the Settling Defendant and the Opt-Out Plaintiff execute the Opt-Out Settlement Agreement, without modification to the terms of the Opt-Out Settlement Agreement relating to Cash Consideration or Non-Cash Consideration reviewed by the Opt-Out Arbitrator, then the Arbitrator's determination of the Opt-Out Recovery attributable to the Opt-Out Settlement Agreement shall be final, binding, and non-appealable for purposes of paragraph 22 hereof.

(e) In the event that the terms of the Opt-Out Settlement Agreement relating to Cash Consideration or Non-Cash Consideration are modified from those reviewed by the Opt-Out Arbitrator, then the Arbitrator's determination shall be of no force or effect, provided, however that a Settling Defendant shall be free to resubmit a modified, unexecuted Opt-Out Settlement Agreement to the Opt-Out Arbitrator for valuation under the provisions of this paragraph.

(f) For purposes of rendering a determination as to the Opt-Out Recovery attributable to an Opt-Out Settlement Agreement, the Opt-Out Arbitrator shall not review or consider any materials other than those provided in accordance with subparagraph (b) above in connection with any determination pursuant to this paragraph.

(g) While a valuation is pending, the Opt-Out Arbitrator shall not engage in any communication with any member of the Settlement Class, the Settling Defendant, or the Opt-Out Plaintiff, or any counsel for or representative of any member of the Settlement Class, the Settling Defendant, or the Opt-Out Plaintiff, regarding the subject

matter of the pending valuation, with the exception of delivering the valuation, when completed, to counsel for the Settling Defendant.

(h) For purposes of determining the present value of Cash Consideration or Non-Cash Consideration, the Opt-Out Arbitrator shall employ a discount rate equal to the Interest Rate.

(i) All fees and expenses of the Opt-Out Arbitrator shall be payable by the Settling Defendants collectively, except that any such fees and expenses incurred in connection with a specific determination made pursuant to this paragraph shall be payable by the Settling Defendant that requested such determination.

24. Protection against Double Class Recovery. Notwithstanding anything to the contrary contained in this Settlement Agreement, in consideration of the terms hereof and in order to induce the Settling Defendants to enter into this Settlement Agreement, Settlement Class Members shall exclude from the dollar amount collectable against any person in the Class Actions or any other action on any final judgment on any claim comparable to the Released Claims an amount equal to the percentage or amount of such judgment for which any Released Party would be responsible pursuant to a valid and enforceable claim for contribution and/or indemnification, if any (other than any such claim that arises out of any voluntarily assumed contribution and/or indemnification obligation of such Released Party). The Settling Defendants and Plaintiffs' Co-Lead Counsel agree that no such valid and enforceable claim for contribution and/or

indemnification presently exists as a matter of law. The Settlement Class Members agree that the undertaking set forth in this paragraph is not only for the benefit of the Released Parties but also for the benefit of any person against whom any such judgment is entered and that this undertaking may be enforced by any such person as a third-party beneficiary hereof.

25. Injunctive Relief. The Settling Defendants agree that for a period of three years after the date hereof they will not engage in any horizontal conduct that constitutes a per se violation of Section 1 of the Sherman Act, including but not limited to price fixing, market allocation or bid rigging, with respect to the sale of any Vitamin Product or Choline Chloride for delivery in the United States.

26. Settling Defendants' Obligations Are Several and Not Joint. All obligations assumed by the Settling Defendants under this Settlement Agreement are intended to be, and shall remain, several and not joint.

27. Effect of Disapproval. If the Court refuses to approve this Settlement Agreement or any part hereof, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in paragraph 6 hereof, or if the Court enters the final judgment and appellate review is sought and, on such review, such final judgment is not affirmed in its entirety, or if the Plan of Distribution approved by the Court does not conform to the terms set forth in paragraph 16 hereof, then this Settlement Agreement (excepting paragraph 33 hereof) shall be canceled and terminated and shall

become null and void, and the Escrow Funds (including any and all income earned thereon) shall be returned to Settling Defendants on the same pro rata basis as such funds were contributed to the Escrow Funds, less only the costs incurred up to $245,000 in giving notice to the Settlement Class Members as provided in paragraph 5 hereof. The parties expressly reserve all of their rights if the settlement does not become final in accordance with the terms of this Settlement Agreement.

Notwithstanding the foregoing, awards of attorneys' fees by the Court in amounts different from the amounts specified in paragraphs 13 and 17 hereof shall not be deemed a refusal of approval or modification of this Settlement Agreement or any part hereof, and a modification or reversal on appeal of any award of attorneys' fees by the Court shall likewise not be deemed a modification of all or part of the terms of this Settlement Agreement or such final judgment.

28. Consent to Jurisdiction. Each Settling Defendant and each member of either or both of the Settlement Classes hereby irrevocably submits to the exclusive jurisdiction of the Court for any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement and its exhibits and schedules. Without limiting the generality of the foregoing, it is hereby agreed that any dispute concerning the provisions of paragraphs 13, 18, 20 or 24 hereof, including but not limited to any suit, action or proceeding in which the provisions of paragraphs 13, 18, 20 or 24 hereof are asserted as a defense in whole or in part to any

claim or cause of action or otherwise raised as an objection, constitutes a suit, action or proceeding arising out of or relating to this Settlement Agreement and its exhibits and schedules. In the event that the provisions of paragraphs 13, 18, 20 and/or 24 hereof are asserted by any Released Party as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection in any suit, action or proceeding, it is hereby agreed that such Released Party shall be entitled to a stay of that suit, action or proceeding until the Court has entered a final judgment no longer subject to any appeal or review determining any issues relating to the defense or objection based on such provisions. Solely for purposes of such suit, action or proceeding, to the fullest extent that they may effectively do so under applicable law, the Settlement Class Members and the Settling Defendants hereto irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court or that the Court is in any way an improper venue or an inconvenient forum. Nothing herein shall be construed as a submission to jurisdiction for any purpose other than enforcement of the Settlement Agreement.

29. Resolution of Disputes; Retention of Jurisdiction. Any disputes between or among the Settling Defendants and any Settlement Class Member or Members concerning matters contained in this Settlement Agreement shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court. The Court shall

retain jurisdiction over the implementation and enforcement of this Settlement Agreement.

30. Binding Effect. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. Without limiting the generality of the foregoing, each and every covenant and agreement herein by the plaintiffs and their counsel shall be binding upon all Settlement Class Members.

31. Authorization to Enter Settlement Agreement. Each undersigned representative of a Settling Defendant covenants and represents that such representative is fully authorized to enter into and to execute this Settlement Agreement on behalf of such Settling Defendant. Plaintiffs' Co-Lead Counsel represent that they are fully authorized to conduct settlement negotiations with defense counsel on behalf of plaintiffs and plaintiffs' counsel and to enter into, and to execute, this Settlement Agreement on behalf of the Settlement Classes, subject to Court approval pursuant to Fed. R. Civ. Proc. 23(e).

32. Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given either by (a) hand delivery; (b) registered or certified mail, return receipt requested, postage pre-paid; or (c) Federal Express or similar overnight courier and, in the case of either (a), (b) or (c) shall be addressed, if directed to any plaintiff or Settlement Class Member, to Plaintiffs' Co-Lead Counsel at their addresses set forth on the signature pages hereof, and if directed to a Settling Defendant, to its representative(s) at the address(es) set forth on Schedule F hereto, or such other

address as Plaintiffs' Co-Lead Counsel or a Settling Defendant may designate, from time to time, by giving notice to all parties hereto in the manner described in this paragraph.

33. No Admission. Whether or not this Settlement Agreement becomes final or is terminated pursuant to paragraph 27 hereof, the parties expressly agree that this Settlement Agreement and its contents, including its exhibits and schedules, and any and all statements, negotiations, documents and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing or of the truth of any of the claims or allegations contained in the complaints in the Class Actions or any other pleading, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in the Class Action or in any other action or proceeding.

34. Intended Beneficiaries. Except as expressly provided in paragraph 24 hereof, no provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Settlement Class Member, a Released Party or Class Counsel. No Settlement Class Member or Class Counsel may assign or otherwise convey any right to enforce any provision of this Settlement Agreement.

35. No Conflict Intended. Any inconsistency between this Settlement Agreement and the exhibits attached hereto shall be resolved in favor of this Settlement Agreement. Any inconsistency between this Settlement Agreement and the Escrow Agreement shall be resolved in favor of the Escrow Agreement. The headings used in

this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

36. No Party Is the Drafter. None of the parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

37. Choice of Law. All terms of this Settlement Agreement and the exhibits and schedules hereto shall be governed by and interpreted according to the substantive laws of the State of New York without regard to its choice of law or conflict of laws principles.

38. Amendment; Waiver. This Settlement Agreement shall not be modified in any respect except by a writing executed by all the parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving party. The waiver by any party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Settlement Agreement.

39. Execution in Counterparts. This Settlement Agreement may be executed in counterparts. Facsimile signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Settlement Agreement and filed with the Court.

40. Integrated Agreement. This Settlement Agreement contains an entire, complete, and integrated statement of each and every term and provision agreed to by and among the parties hereto, and it is not subject to any condition not provided for herein.

IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives have agreed to this Settlement Agreement on the date first herein above written.

PLAINTIFFS' CO-LEAD COUNSEL,
on behalf of Class Plaintiffs, individually and on behalf of the Settlement Classes, and on behalf of Class Counsel

By:_____
Jonathan D. Schiller
BOIES & SCHILLER, LLP

By:_____
Michael D. Hausfeld
COHEN, MILSTEIN, HAUSFELD & TOLL, P.C.

By:_____
Marc M. Seltzer
SUSMAN GODFREY L.L.P.

BASF CORPORATION

By:_____
Tyrone C. Fahner
MAYER, BROWN & PLATT,
on behalf of BASF Corporation

DAIICHI PHARMACEUTICAL CO., LTD.

By:_____
Michael L. Denger
GIBSON, DUNN & CRUTCHER, LLP,
on behalf of Daiichi Pharmaceutical Co., Ltd.

EISAI CO., LTD.

By:_____
D. Stuart Meiklejohn
SULLIVAN & CROMWELL,
on behalf of Eisai Co., Ltd.

HOECHST MARION ROUSSEL, S.A.

By:_____
Louise Radin
WINSTON & STRAWN,
on behalf of Hoechst Marion Roussel, S.A.

HOFFMANN-LA ROCHE INC. &
ROCHE VITAMINS INC.

By:_____
Bruce L. Montgomery
ARNOLD & PORTER,
on behalf of Hoffman-La Roche Inc. &
Roche Vitamins Inc.

RHONE-POULENC ANIMAL NUTRITION S.A.

By:_____
John M. Majoras
JONES, DAY, REAVIS & POGUE,
on behalf of Rhone-Poulenc Animal Nutrition S.A.

TAKEDA VITAMIN & FOOD USA, INC.

By:_____
Lawrence Byrne
SQUADRON, ELLENOFF, PLEASANT
& SHEINFELD, LLP,
on behalf of Takeda Vitamin & Food USA, Inc.

SCHEDULE A TO THE SETTLEMENT AGREEMENT

VITAMIN PRODUCT	RELEVANT PERIOD	MANUFACTURERS*
VITAMIN A	January 1, 1990-December 31, 1998	BASF RHONE-POULENC ROCHE
VITAMIN B1 (THIAMIN)	January 1, 1991-December 31, 1994	ROCHE TAKEDA
VITAMIN B2 (RIBOFLAVIN)	January 1, 1991-December 31, 1995	BASF ROCHE TAKEDA
VITAMIN B5 (CALPAN)	January 1, 1991-December 31, 1998	BASF DAIICHI ROCHE
VITAMIN B6	January 1, 1991-December 31, 1994	DAIICHI ROCHE TAKEDA
VITAMIN B9 (FOLIC ACID)	January 1, 1991-December 31, 1994	KONGO ROCHE TAKEDA YODOGAWA/SUMIKA
VITAMIN B12 (Cyanocobalamine Pharma)	January 1, 1990-December 31, 1998	HOECHST RHONE-POULENC
VITAMIN C	January 1, 1991-December 31, 1995	BASF E-MERCK ROCHE TAKEDA
VITAMIN E	January 1, 1990-December 31, 1998	BASF EISAI (1991-1998 only) RHONE-POULENC ROCHE
VITAMIN H (BIOTIN)	January 1, 1991-December 31, 1995	E-MERCK LONZA ROCHE SUMITOMO TANABE
ASTAXANTHIN	January 1, 1992-December 31, 1997	BASF ROCHE
BETA-CAROTENE	January 1, 1991-December 31, 1998	BASF ROCHE
CANTHAXANTHIN	January 1, 1992-December 31, 1997	BASF ROCHE
PREMIX	January 1, 1990-December 31, 1998	BASF RHONE-POULENC ROCHE

*For purposes of the foregoing schedule:

- "BASF" means BASF Corporation and BASF AG
- "Daiichi" means Daiichi Pharmaceutical Co., Ltd., Daiichi Fine Chemicals, Inc. and Daiichi Pharmaceutical Corporation
- "Eisai" means Eisai Co., Ltd., Eisai U.S.A., Inc. and Eisai Inc.
- "E-Merck" means Merck KgaA, E. Merck and EM Industries, Inc.
- "Hoechst" means Hoechst Marion Roussel, S.A. and Roussel Corporation
- "Kongo" means Kongo Chemical Co., Ltd.
- "Lonza" means Alsuisse Lonza Group Ltd., Lonza AG and Lonza Inc.
- "Rhone-Poulenc" means Rhone-Poulenc Inc., Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc Rorer Pharmaceuticals Inc., Rhone-Poulenc S.A. and Rhone-Poulenc Animal Nutrition S.A.
- "Roche" means Hoffmann-La Roche Inc., Roche Vitamins Inc. and F. Hoffmann-La Roche Ltd
- "Sumitomo" means Sumitomo Chemical Co., Ltd. and Sumitomo Chemical America, Inc.
- "Takeda" means Takeda Chemical Industries, Ltd., Takeda Vitamin & Food USA Inc. and Takeda U.S.A.
- "Tanabe" means Tanabe Seitauku Company, Ltd. and Tanabe U.S.A., Inc.;
- "Yodogawa/Sumika" means Yodogawa Pharmaceutical Co. and Sumika Fine Chemicals Co.

SCHEDULE B
TO THE SETTLEMENT AGREEMENT

FOR SETTLEMENT PURPOSES ONLY

DEFENDANT	PRELIMINARY SETTLEMENT AMOUNT
Initial Settling Defendants	
BASF, Roche, Rhone-Poulenc	$900,000,000
Hoechst	$2,121,762
Total	$902,121,762
Additional Settling Defendants	
Daiichi	$21,590,641
Eisai	$39,107,704
Takeda	$87,317,020
Total	$148,015,365
Grand Total	$1,050,137,127

SCHEDULE C TO THE SETTLEMENT AGREEMENT FOR SETTLEMENT PURPOSES ONLY

VITAMIN PRODUCT	Initial Settling Defendants	% (approx.)	Additional Settling Defendants						Total Payments	RECOVERY % (APPROX.)
			Daiichi	%	Eisai	%	Takeda	%		
Vitamin A (1990-98)	$141,394,561	18.08%	-		-		-		$141,394,561	18.08%
Vitamin B1 (1991-94)	$4,530,107	18.08%	-		-		$6,061,020	20%	$10,591,127	19.13%
Vitamin B2 (Riboflavin) (1991-95)	$18,778,160	18.08%	-		-		$6,299,100	20%	$25,077,260	18.53%
Vitamin B5 (Calpan) (1991-98)	$13,960,856	18.08%	$19,225,443	20%	-		-		$33,186,298	19.15%
Vitamin B6 (1991-94)	$3,888,380	18.08%	$2,365,199	20%	-		$3,267,380	20%	$9,520,958	19.17%
Vitamin B9 (Folic Acid) (1991-94)	$394,809	18.08%	-		-		$1,524,500	20%	$1,919,309	*
Vitamin B12 (1990-98)**	$4,983,665	18.08%	-		-		-		$4,983,665	18.08%
Vitamin C (1991-95)	$113,588,883	18.08%	-		-		$70,165,020	20%	$183,753,903	17.97% ***
Vitamin E (1990-98)**	$258,095,723	18.08%	-		$37,975,363	20.00%	-		$297,203,427 ****	18.38%
Vitamin H (Biotin) (1991-95)	$3,912,667	18.08%	-		-		-		$3,912,667	*
Beta-Carotene (1991-98)	$74,073,321	18.08%	-		-		-		$74,073,321	18.08%
Cantha/Asta (1992-97)***	$966,053	18.08%	-		-		-		$966,053	18.08%
Premix (1990-1998)****	$263,554,579	18.08%	-		-		-		$263,554,579	18.08%
TOTALS	$902,121,762	18.08%	$21,590,641	20%	$37,975,363	20.00%	$87,317,020	20%	$1,050,137,127 ****	18.21%

***** recovery percentage will depend on size of market, which includes sales of manufacturers other than Settling Defendants

****** Cyanocobalamine Pharma

******* recovery percentage reflects recovery by purchasers from E. Merck, which is not a Settling Defendant and thus is not contributing to the settlement funds. Plaintiffs retain their claims against E. Merck.

******** For purposes of settlement, Plaintiffs do not contend that Eisai participated in any conspiratorial conduct in 1990. They have nevertheless sought payment from Eisai for the responsibility they allege it has for the acts in 1990 of other companies with which it allegedly conspired in later years. Eisai has agreed to add, beyond the payments of 20% and 3% of 1991-1998 Sales to be made in accordance with the terms of this Agreement, $1,132,341 to its Preliminary Settlement Amount and $169,851 toward the Fee Payment (that total of those two amounts being 11.5% of Eisai's 1990 Sales). Such additional payment is without prejudice to any argument Eisai or plaintiffs might have about any liability Eisai might have on account of the actions of other companies in 1990 or at any other time.

********* combines sales of canthaxanthin and astaxanthin

********** based on estimated relevant component vitamin and carotenoid content

SCHEDULE D TO THE SETTLEMENT AGREEMENT:
COMPLAINTS THAT WILL BE RESOLVED BY THE SETTLEMENT

Livengood Feeds, Inc., Lakeland Cash Feed Co., Inc., Donaldson & Hasenbein, Inc. d/b/a J&R Feed Services, Inc., Animal Science Products, Inc., Nature's Value, Inc., McDuffy Feed & Supply, Inc., Pilgrim's Pride Corp. Midwestern Pet Foods, Inc., Dad's Products Co., Inc., J.B.D.L. Corp., Allied Feed, Inc., Horizon Laboratories, Inc., Nutrition Specialties, Hi-Tek Rations, Jon Crookshank, Tammy Crookshank, Anthony Kardoes, Oliver Kardoes, Freeman Industries, L.L.C., Domain, Inc., AG Mark, Inc., 1700 Pharmacy, Inc., Central Connecticut Cooperative Farmers Association and United Cooperative Farmers, Inc. v. Hoffmann-La Roche Inc., Roche Vitamins Inc., F. Hoffmann-La Roche Ltd, Rhone-Poulenc Inc., Rhone-Poulenc Animal Nutrition, Inc., Rhone-Poulenc S.A., BASF Corp., BASF AG, Eisai Co., Ltd., Eisai U.S.A., Inc., Eisai Inc., Takeda Chemical Industries, Ltd., Takeda Vitamin & Food USA Inc., Takeda U.S.A., Inc., Merck KgaA, E. Merck, EM Industries, Inc., Daiichi Pharmaceutical Co., Ltd., Daiichi Fine Chemicals, Inc., Daiichi Pharmaceuticals Corp., Sumitomo Chemical Co., Ltd., Sumitomo Chemical America, Inc., Tanabe Seitauku Company, Ltd, Tanabe U.S.A., Inc., Alsuisse Lonza Group Ltd., Lonza AG and Lonza Inc., filed in Misc. No. 99-197 (TFH), MDL 1285, filed on 9/28/99.

Texas Farm Products Co. v. Hoffmann-La Roche Inc., Roche Vitamins Inc., F. Hoffmann La Roche Ltd , Rhone-Poulenc Inc., Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc S.A., BASF Corporation, BASF AG, Eisai Co., Ltd., Eisai U.S.A., Inc., Eisai Inc., Takeda Chemical Industries, Ltd., Takeda Vitamin & Food USA, Inc., Takeda U.S.A., Inc., Merck KgaA, E. Merck, EM Industries Inc., Civil Action No. 99-986, filed in the District of Columbia on 4/20/99.

Wright Enrichment, Inc. v. Hoffmann-La Roche, Inc., Roche Vitamins Inc., F. Hoffmann La Roche Ltd , Rhone-Poulenc Inc., Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc S.A., BASF Corporation, BASF AG, Eisai Co., Ltd., Eisai U.S.A., Inc., Eisai Inc., Takeda Chemical Industries, Ltd., Takeda Vitamin & Food USA, Inc., Takeda U.S.A., Inc., Merck KgaA, E. Merck, EM Industries Inc., Civil Action No. 99-1015, filed in the District of Columbia on 4/26/99.

United Mills v. BASF Corp., Hoffmann-La Roche Inc., Roche Vitamins, Inc., DuCoa L.P., Rhone-Poulenc Inc., Rhone-Poulenc Animal Nutrition Inc., Lonza Inc., Degussa Corporation, Chinook Group, Inc., Civil Action No. 99-1087, filed in the District of Minnesota on 7/25/99.

SCHEDULE E TO THE SETTLEMENT AGREEMENT:
NON-RELEASED PARTIES

Lonza Inc.

Lonza AG

Chinook Group, Inc.

Chinook Group Ltd.

Merck KgaA

E. Merck

EM Industries, Inc.

Degussa-Huls AG

Degussa-Huls Corporation

Degussa Inc.

Bioproducts, Inc.

DuCoa LP

DCV, Inc.

Reilly Industries, Inc.

Reilly Chemicals, S.A.

Akzo Nobel Inc.

Akzo Nobel, N.V.

UCB S.A.

UCB, Inc.

Sumitomo Chemical Co., Ltd.

Sumitomo Chemical America, Inc.

Tanabe Seiyuku Company, Ltd.

Tanabe U.S.A., Inc.

Alusuisse Lonza Group Ltd.

Mitsui & Co., Ltd.

Novus International, Inc.

Nippon Soda Company, Ltd.

Cope Investments, Ltd.

Nepera, Inc.

Peter Copland

Patrick Stayner

John Kennedy

Russ Coburn

Lindell Hilling

Antonio Felix

J.L. (Pete) Fisher

Robert Samuelson

SCHEDULE F TO THE SETTLEMENT AGREEMENT

NOTICES

For PLAINTIFFS' CO-LEAD COUNSEL

David Boies, Esq.
Robert Silver, Esq.
BOIES & SCHILLER, LLP
80 Business Park Dr.
Armonk, NY 10504
Fax: 914-273-9810

Jonathan D. Schiller, Esq.
William A. Isaacson, Esq.
BOIES & SCHILLER, LLP
5301 Wisconsin Avenue, N.W.
Washington, D.C. 20015
Fax: 202-237-6131

Michael D. Hausfeld, Esq.
Ann C. Yahner, Esq.
COHEN, MILSTEIN, HAUSFELD & TOLL, P.C.
West Tower, Suite 500
1100 New York Avenue, N.W.
Washington, D.C. 20005-3964
Fax: 202-408-4699

Steven D. Susman, Esq.
Barry C. Barnett
SUSMAN GODFREY L.L.P.
2323 Bryan Street, Suite 1400
Dallas, TX 75201
Fax: 214-754-1933

Marc M. Seltzer, Esq.
SUSMAN GODFREY L.L.P.
1880 Century Park East, Suite 950
Los Angeles, CA 90067-1606
Fax: 310-789-3150

For BASF CORPORATION

Thomas Y. Allman, Esq.
Senior Vice-President & General Counsel
BASF Corporation
3000 Continental Dr. - North
Mt. Olive, NJ 07828

with a copy to:

Tyrone C. Fahner, Esq.
Mayer, Brown & Platt
190 South La Salle Street
Chicago, Illinois 60603-3441
Fax: 312-701-7711

For DAIICHI PHARMACEUTICAL CO., LTD.

Jennifer K. Benenson, Esq.
Daiichi Pharmaceutical Corporation
11 Philips Parkway
Montvale, N.J. 07645
Fax: 201-573-76716

with a copy to:

Michael L. Denger, Esq.
Gibson, Dunn & Crutcher LLP
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5306
Fax: 202-467-0539

For EISAI CO., LTD.

D. Stuart Meiklejohn, Esq.
Sullivan &Cromwell
125 Broad Street
New York, NY 10004-2498
Fax: 212-878-3335

For HOECHST MARION ROUSSEL, S.A.

Arthur Muratyan, Esq.
Hoechst Marion Roussel, S.A.
102, route de Noisy
93235 Romainville CEDEX
FRANCE

with a copy to:

Louise Radin, Esq.
Mark L. Rotert
Winston & Strawn
200 Park Avenue
New York, NY 10166-4193
Fax: 212-294-4700

For HOFFMANN-LA ROCHE INC. &
ROCHE VITAMINS INC.

Frederick C. Kentz, III
General Counsel
Law Department
Hoffman-La Roche Inc.
340 Kingsland Street
Nutley, NJ 07110-1199

with a copy to:

Bruce L. Montgomery, Esq.
Arnold & Porter
555 Twelfth Street, N.W.
Washington, D.C., 20004-1202
Fax: 202-942-5999

For RHONE-POULENC ANIMAL NUTRITION S.A.

Deborah P. Herman, Esq.
John M. Majoras, Esq.
Jones, Day, Reavis & Pogue
901 Lakeside Avenue
North Point
Cleveland, Ohio 44114
Fax: 216-579-0212

For TAKEDA VITAMIN & FOOD USA, LTD

Lawrence Byrne, Esq.
Squadron, Ellenoff, Plesent & Sheinfeld, LLP
551 Fifth Avenue
New York, New York 10176-0001
Fax: 212-697-6686

ESCROW AGREEMENT

This escrow agreement (the "Escrow Agreement") is entered into as of November __, 1999 by and among BASF Aktiengesellschaft ("BASF AG"), Daiichi Pharmaceutical Co., Ltd., Eisai Co., Ltd., Hoechst Marion Roussel, S.A., Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc Animal Nutrition S.A. and Takeda Vitamin & Food USA, Inc. (collectively and severally, "Escrow Defendants" and each individually an "Escrow Defendant"), Plaintiffs' Co-Lead Counsel in *In re Vitamin Antitrust Litigation*, M.D.L. No. 1285, Misc. No. 99-197 (D.D.C.) (the "Class Actions"), on behalf of class plaintiffs, individually and on behalf of the Settlement Classes, and [BANK], as escrow agent (the "Escrow Agent").

WITNESSETH:

WHEREAS, on November 3, 1999 Escrow Defendants entered into a settlement agreement with Plaintiffs' Co-Lead Counsel, on behalf of the Settlement Classes, setting forth the terms and conditions of an agreement to settle and resolve the Class Actions with finality as to the Escrow Defendants and all other Released Parties that are Defendants therein (the "Settlement Agreement"); and

WHEREAS, this agreement sets forth the terms and conditions of an escrow agreement with respect to certain funds to be deposited by the Escrow Defendants into escrow accounts and to be retained therein and distributed therefrom in accordance with the terms of the Settlement Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. *Appointment of Escrow Agent.*

Escrow Defendants and Plaintiffs' Co-Lead Counsel hereby appoint the Escrow Agent to act as escrow agent on the terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment on such terms and conditions.

SECTION 2. *Vitamin Products Settlement Fund.*

(a) Each Escrow Defendant shall severally deliver to the Escrow Agent $35,000.00 in immediately available funds pursuant to paragraph 7(a) of the

Settlement Agreement on or before the date specified therein (the sum of such payments being the "Paragraph 7(a) Deposit"). The Escrow Agent shall deposit the Paragraph 7(a) Deposit (including any portion thereof) into an escrow account established for such purpose (the "Vitamin Products Escrow Account") to be held and administered separate and apart from all other accounts in accordance with the terms of this Escrow Agreement.

(b) Each Escrow Defendant shall severally deliver to the Escrow Agent in immediately available funds the payment required to be made by such Escrow Defendant under paragraph 7(b)-(d) of the Settlement Agreement on or before the date(s) specified therein (the sum of such payments being the "Paragraph 7(b)-(d) Deposit"). Upon receipt of such payments by Escrow Defendants, the Escrow Agent shall deposit the Paragraph 7(b)-(d) Deposit (including any portion thereof) into the Vitamin Products Escrow Account (the Paragraph 7(a) Deposit, the Paragraph 7(b)-(d) Deposit and any subsequent payments deposited into the Vitamin Products Escrow Account, including any interest on or other income realized by investment of the foregoing funds or any portion thereof pursuant to Section 5 of this Escrow Agreement, less any amounts charged against such funds as provided in this Escrow Agreement, being the "Vitamin Products Settlement Fund").

(c) Any payment that becomes due from any Escrow Defendant pursuant to paragraph 7(e) of the Settlement Agreement shall be delivered by such Escrow Defendant to the Escrow Agent and deposited by the Escrow Agent in the Vitamin Products Escrow Account and added to the Vitamin Products Settlement Fund.

SECTION 3. *Choline Chloride Settlement Fund.*

(a) BASF AG shall severally deliver to the Escrow Agent $5,000,000.00 in immediately available funds pursuant to paragraph 17(a) of the Settlement Agreement on or before the date specified therein (the "Paragraph 17(a) Deposit"). Upon receipt of such payment by BASF AG, the Escrow Agent shall deposit the Paragraph 17(a) Deposit into an escrow account established for such purpose (the "Choline Chloride Escrow Account") to be held and administered separate and apart from all other accounts in accordance with the terms of this Escrow Agreement.

(b) Any payment that becomes due from BASF AG prior to Final Approval pursuant to paragraph 17(c) of the Settlement Agreement (the "Paragraph 17(c) Deposit") shall be delivered to the Escrow Agent and deposited by the Escrow Agent in the Choline Chloride Escrow Account (the Paragraph

17(a) Deposit, the Paragraph 17(c) Deposit and any subsequent payments deposited into the Choline Chloride Escrow Account, including any interest on or other income realized by investment of the foregoing funds or any portion thereof pursuant to Section 5 hereof, less any amounts charged against such funds as provided in this Escrow Agreement, being the "Choline Chloride Settlement Fund").

SECTION 4. *Attorneys' Fee Fund*.

Each Escrow Defendant shall severally deliver to the Escrow Agent its respective Fee Payment in immediately available funds on or before the Attorneys' Fee Payment Date pursuant to paragraph 13 of the Settlement Agreement (collectively, the "Attorneys' Fee Payments"). Upon receipt of such payments by the Escrow Defendants, the Escrow Agent shall deposit the Attorneys' Fee Payments (including any portion thereof) into a separate escrow account established for such purpose (the "Attorneys' Fee Escrow Account") to be held and administered separate and apart from all other funds and accounts in accordance with the terms of this Escrow Agreement (the Attorneys' Fee Payments and any subsequent payments of interest on or other income realized by investment of the foregoing sums or any portion thereof pursuant to Section 5 hereof, less any amounts charged against such funds in accordance with this Escrow Agreement, being the "Attorneys' Fee Fund").

SECTION 5. *Investment of Escrow Funds*.

(a) The Escrow Agent shall invest and reinvest the Vitamin Products Settlement Fund, the Choline Chloride Settlement Fund and the Attorneys' Fee Fund (collectively, the "Escrow Funds") in either (i) obligations issued or guaranteed by the United States of America or its agencies or instrumentalities or (ii) a money market account managed by the Escrow Agent or any of its subsidiaries or affiliates with a stated investment objective of investing only in the foregoing obligations and certificates.

(b) All interest on or other income realized by investment of the Escrow Funds, or any portion thereof, as permitted pursuant to subsection (a) of this Section shall be accumulated and added to the Escrow Funds in proportion to the respective amounts contributed to such funds pursuant to Sections 2, 3 and 4 (less any amounts disbursed therefrom) hereof and shall be distributed as part of the Escrow Funds as set forth in Section 6 hereof. Any loss resulting from any such investments shall similarly be allocated among the Escrow Funds in proportion to the respective amounts contributed to such funds pursuant to Sections 2, 3 and 4

hereof (less any amounts disbursed therefrom). The Escrow Agent shall not be liable for any losses resulting from any depreciation in the market value of any such investments (unless the loss is attributable to a failure to adhere to the investment limitations defined in Section 5(a) of this Escrow Agreement).

SECTION 6. *Release of Escrow Funds*.

The Escrow Agent shall deliver the Escrow Funds as set forth below:

(a) Following receipt of either (i) written notice signed by counsel for the Escrow Defendants and Plaintiffs' Co-Lead Counsel stating that the Settlement Agreement has not been approved by the Court or has been cancelled or terminated or has otherwise become null and void for any reason or (ii) an order of the Court so directing, the Escrow Agent shall disburse the Escrow Funds to the Escrow Defendants in proportion to their respective contributions to such Escrow Funds (less amounts necessary for payment of taxes or estimated taxes in accordance with Section 7 hereof and fees and expenses of the Escrow Agent in accordance with subsection (e) of this Section).

(b) Following receipt of either (i) written notice signed by counsel for one of the Escrow Defendants and Plaintiffs' Co-Lead Counsel stating that such Escrow Defendant is entitled pursuant to paragraph 27 of the Settlement Agreement to a refund of funds paid into the Vitamin Products Settlement Fund by such Escrow Defendant or (ii) an order of the Court so directing, the Escrow Agent shall disburse an amount equal to the amount of the refund stated in such notice or order, together with all interest on or other income realized by investment of the amount of such refund (less amounts necessary for payment of taxes or estimated taxes with respect to any such interest or other income in accordance with Section 7 hereof and fees and expenses of the Escrow Agent allocable to such interest or income in accordance with subsection (e) of this Section).

(c) Either before or after receipt of notice of Final Approval as provided in subsection (d) of this Section, upon receipt of, and in accordance with, an order of the Court so directing, the Escrow Agent shall disburse such amounts as have been approved by the Court —

(i) for reimbursement or payment of costs and expenses, up to $245,000.00, incurred in connection with the provision of mail and publication notice to the Settlement Class Members pursuant to paragraph 5 of the Settlement Agreement;

(ii) for payment of taxes or estimated taxes by the Escrow Agent in accordance with Section 7 hereof, including all related costs and expenses; and

(iii) for reimbursement of any Escrow Defendant for any federal or state tax liability that is finally assessed and paid by such Escrow Defendant as a result of interest on or other income realized by investment of the Escrow Funds or any portion thereof;

such amounts to be charged, in the case of (i), against the Vitamin Products Settlement Fund and the Choline Chloride Settlement Fund (collectively, the "Settlement Funds") in proportion to the respective amounts contributed to such funds pursuant to Sections 2 and 3 hereof (less any amounts disbursed therefrom) and, in the case of (ii) and (iii), against the Escrow Funds in proportion to the respective amounts in such funds with respect to which such taxes were assessed.

(d) After receipt of written notice signed by counsel for the Escrow Defendants and Plaintiffs' Co-Lead Counsel stating that Final Approval has occurred and an order of the Court so directing, the Escrow Agent shall —

(i) disburse amounts for reimbursement or payment of costs and expenses incurred in connection with the litigation of the Class Actions and the administration and distribution of the settlement pursuant to paragraph 12 of the Settlement Agreement, in accordance with such Court order, such funds to be charged against the Settlement Funds in proportion to the respective amounts contributed to such funds pursuant to Sections 2 and 3 hereof;

(ii) distribute the Net Vitamin Products Settlement Fund, as ordered by the Court;

(iii) distribute the Net Choline Chloride Settlement Fund, as ordered by the Court; and

(iv) distribute the Attorneys' Fee Fund to Plaintiffs' Co-Lead Counsel;

provided, however, that the Escrow Agent shall retain amounts in the Escrow Funds necessary for payment of taxes or estimated taxes in accordance with Section 7 hereof and fees and expenses of the Escrow Agent in accordance with

subsection (d) of this Section, such amounts to be retained in the Escrow Funds in proportion to the respective amounts in such funds with respect to which such taxes were assessed or such expenses were incurred.

(e) For its services, the Escrow Agent shall receive fees in accordance with the Escrow Agent's customary fees in similar matters as set forth on Schedule A hereto and shall be reimbursed for reasonable expenses incurred in connection with its activities hereunder. All such fees and expenses shall constitute a direct charge against the Escrow Funds and shall be allocated among the Escrow Funds in proportion to the amounts contributed to such funds pursuant to Sections 2, 3 and 4 hereof (less any amounts disbursed therefrom). The Escrow Agent shall not debit the Escrow Funds for any such charge, however, until it shall have presented its statement to and received the approval of counsel for the Settling Defendants and Plaintiffs' Co-Lead Counsel, which approval shall not be unreasonably withheld. Such approval shall be deemed given if the Escrow Agent has not received written objections from either counsel for Settling Defendants or Plaintiffs' Co-Lead Counsel within 14 days after presentment of its statement. Fees and expenses of the Escrow Agent charged against the Escrow Funds shall, to the extent possible, be paid out of interest earned. In the event that counsel for the Escrow Defendants or Plaintiffs' Co-Lead Counsel object in writing to any fees or expenses of the Escrow Agent, the Escrow Agent shall not debit the Escrow Funds for such fees or expenses other than (i) in accordance with a written agreement executed by each of the parties hereto or (ii) pursuant to Court order.

SECTION 7. *Qualified Settlement Fund.*

(a) Each of the parties to this Escrow Agreement intends that the Escrow Accounts be treated as a "qualified settlement fund" for federal income tax purposes pursuant to Treas. Reg. § 1.468B-1, and to that end the parties hereto shall cooperate with each other and shall not take any position in any filing or before any tax authority that is inconsistent with such treatment. At the request of the Escrow Defendants, the Escrow Agent shall cause a "relation back election" as described in Treas. Reg. § 1.468B-1(j) to be made so as to enable the Escrow Accounts to be treated as a qualified settlement fund from the earliest date possible, and the Escrow Agent shall take all actions as may be necessary or appropriate to this end.

(b) The Escrow Agent shall pay taxes or estimated taxes on interest on or income earned by the Escrow Funds from the Escrow Accounts and all related costs and expenses, after approval by the Court and whether or not Final Approval has occurred. In the event federal or state income tax liability is finally assessed

against and paid by any Escrow Defendants as a result of income earned by the Settlement Fund, such Escrow Defendant shall be entitled to reimbursement of such payment from the Escrow Settlement Fund, after approval by the Court, whether or not Final Approval has occurred.

SECTION 8. *Termination of Escrow Agreement.*

This Escrow Agreement (other than the Escrow Agent's right to indemnification in connection with any Loss incurred prior to Final Approval, set forth in Section 9 of this Escrow Agreement) shall terminate when the Escrow Agent shall have released from the Escrow Accounts all amounts pursuant to Section 6 hereof.

SECTION 9. *Escrow Agent.*

(a) The Escrow Agent shall have no duty or obligation hereunder other than to take such specific actions as are required of it from time to time under the provisions of this Escrow Agreement, and it shall incur no liability hereunder or in connection herewith other than as a result of its own bad faith, negligence or willful misconduct. The Escrow Agent shall not be bound in any way by any agreement or contract between Escrow Defendants and Plaintiffs' Co-Lead Counsel (whether or not the Escrow Agent has knowledge thereof) and the only duties and responsibilities of the Escrow Agent shall be to hold and invest the Escrow Funds received hereunder and to release such Escrow Funds in accordance with the terms of this Escrow Agreement.

(b) The Escrow Agent shall not be responsible in any manner for the validity or sufficiency of any property delivered hereunder, or for the value or collectability of any note, check or other instrument so delivered, or of any representations made or obligations assumed by any party other than the Escrow Agent. Nothing herein shall be deemed to obligate the Escrow Agent to deliver any cash, instruments, documents or any other property referred to herein, unless the same shall have been first received by the Escrow Agent pursuant to the terms of this Escrow Agreement.

(c) The Escrow Defendants and Plaintiffs' Co-Lead Counsel jointly and severally agree to reimburse and indemnify the Escrow Agent for, and to hold it harmless against, any claim, loss, liability or expense, including but not limited to reasonable attorneys' fees, incurred without bad faith or other than as a result of negligence or willful misconduct on the part of the Escrow Agent that arises out of its acceptance of or the performance of its duties and obligations under this

Escrow Agreement, as well as the costs and expenses of defending against any claim of such liability ("Loss"), except that (i) the liability of any Escrow Defendant shall be limited to the total amount of any funds delivered to the Escrow Agent by such Escrow Defendant pursuant to Sections 2 and 3 hereof and (ii) the liability of Plaintiffs' Co-Lead Counsel shall be limited to the total amount of the Attorneys' Fee Fund.

(d) The Escrow Agent shall be fully protected in acting on and relying upon any written notice, direction, request, waiver, consent, receipt or other paper that the Escrow Agent reasonably and in good faith believes to have been signed and presented by the proper party or parties.

(e) The parties agree that, should any dispute arise with respect to the payment, ownership or right to possession of any amounts in the Escrow Accounts (or any of them), the Escrow Agent is authorized and directed to retain in its possession, without liability to anyone except in the event of its bad faith, willful misconduct or negligence, all or any part of the Escrow Funds until such dispute shall have been settled either by mutual agreement of the parties concerned or by a final order, decree or judgment of a court or other tribunal of competent jurisdiction in the United States. Nothing in the foregoing shall be construed to require the Escrow Agent to institute, defend or become a party to any proceeding in any such court or tribunal.

(f) The Escrow Agent may resign at any time by giving written notice of resignation to the other parties hereto, but such resignation shall not become effective until a successor Escrow Agent, selected by the Escrow Defendants and agreeable to Plaintiffs' Co-Lead Counsel, shall have been appointed and shall have accepted such appointment in writing. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 30 days after the giving of such notice of resignation, the resigning Escrow Agent may petition the Court for the appointment of a successor Escrow Agent (any costs incurred by the Escrow Agent in connection with any such provision to be assessed against the Escrow Funds in proportion to the respective amounts contributed to such funds pursuant to Sections 2, 3 and 4 hereof (less any amounts disbursed therefrom)).

(g) Upon the occurrence of Final Approval, provided that Escrow Defendants have performed all of their obligations required to be performed prior to Final Approval, all duties and obligations of Escrow Defendants hereunder shall cease, with the exception of any indemnification obligation of Escrow Defendants with respect to any Loss incurred prior to Final Approval.

SECTION 10. *Miscellaneous*.

(a) *Notices.* All notices under this Escrow Agreement shall be in writing, and each notice shall be given either by (a) hand delivery, (b) registered or certified mail, return receipt requested, postage pre-paid or (c) Federal Express or similar overnight courier and, in each case, shall be addressed to the parties hereto at their addresses set forth on Schedule A hereto or such other addresses as such parties may designate, from time to time, by giving notice to all parties hereto in the manner described in this paragraph.

(b) *Successors and Assigns.* The provisions of this Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) *Governing Law.* This Escrow Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflicts of law rules of such state.

(d) *Jurisdiction and Venue.* The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Escrow Agreement, and the parties hereto agree not to commence any such suit, action or proceeding except in such Court. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the Court and hereby further irrevocably waive and agree not to plead or claim in such Court that any such suit, action or proceeding has been brought in an inconvenient forum.

(e) *Definitions.* Terms used herein that are defined in the Settlement Agreement are, unless otherwise defined herein, used in this Escrow Agreement as defined in the Settlement Agreement.

(f) *Amendments.* This Escrow Agreement may be amended only by written instrument executed by all parties hereto. The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving party. The waiver by any party of any breach of this Escrow Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Escrow Agreement.

(g) *Counterparts; Effectiveness.* This Escrow Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Escrow Agreement shall become effective when each party hereto shall have signed a counterpart hereof. Delivery by facsimile of a signed agreement shall be deemed delivery for purposes of acknowledging acceptance hereof; however, an original executed signature page must promptly thereafter be appended to this Escrow Agreement, and an original executed agreement shall promptly thereafter be delivered to each party hereto.

(h) *Captions.* The captions herein are included for convenience of reference only and shall be ignored in the construction and interpretation hereof.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first herein above written.

PLAINTIFFS' CO-LEAD COUNSEL,
on behalf of Class Plaintiffs, individually and on behalf of the Settlement Classes, and on behalf of Class Counsel

By:_____
Name:
Firm:

By:_____
Name:
Firm:

By:_____
Name:
Firm:

BASF AKTIENGESELLSCHAFT

By:_____
Name:
Title:

DAIICHI PHARMACEUTICAL CO., LTD.

By:_____
Name:
Title:

EISAI CO., LTD.

By:_____
Name:
Title:

HOECHST MARION ROUSSEL, S.A.

By:_____
Name:
Title:

HOFFMANN-LA ROCHE INC. &

ROCHE VITAMINS INC.

By:_____
Name:
Title:

RHONE-POULENC ANIMAL NUTRITION S.A.

By:_____
Name:
Title:

TAKEDA VITAMIN & FOOD USA, INC.

By:_____
Name:
Title:

[BANK], as Escrow Agent

By:_____
Name:
Title:

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

	:	Misc. No. 99-197 (TFH)
IN RE VITAMIN ANTITRUST LITIGATION	:	(M.D.L. No. 1285)
	:	**VITAMIN PRODUCTS**
This Document Relates to:	:	**SETTLEMENT**
	:	
ALL CLASS ACTIONS	:	**NOTICE OF CLASS ACTION**
	:	**SETTLEMENT AND HEARING**
	:	**THEREON**

TO: ALL PERSONS AND ENTITIES WHO PURCHASED CERTAIN VITAMIN PRODUCTS OR CAROTENOIDS DIRECTLY FROM ANY OF THE ENTITIES DESCRIBED HEREIN DURING CERTAIN PERIODS FROM 1990 THROUGH 1998.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. A SETTLEMENT HAS BEEN PROPOSED IN PENDING CLASS ACTION LITIGATION THAT MAY AFFECT YOUR RIGHTS. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS DESCRIBED BELOW, YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT FUND.

IF YOU HAVE FILED YOUR OWN LAWSUIT, YOU STILL NEED TO TAKE ACTION TO EXCLUDE YOURSELF FROM THIS LITIGATION.

NOTICE IS HEREBY GIVEN, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of Columbia ("the Court"), dated _____, 1999, that a settlement class (the "Vitamin Products Settlement Class") has been conditionally certified by the Court and that a

hearing will be held before the Honorable Thomas F. Hogan, United States District Judge, in Courtroom No. 9, United States Courthouse, 333 Constitution Avenue, N.W., Washington, D.C. 20001, on _____, ____ (the "Settlement Hearing"), to (1) determine whether a proposed settlement in the above-captioned litigation as to certain defendants, their parents, subsidiaries and affiliates, as set forth in the Settlement Agreement dated November 3, 1999 (the "Settlement Agreement") is fair, reasonable and adequate to the settlement classes and to (2) consider the request of plaintiffs' counsel for an award of attorneys' fees and reimbursement of costs and expenses.

FOR INFORMATION ON CHOLINE CHLORIDE, SEE SEPARATE NOTICE

THE VITAMIN PRODUCTS SETTLEMENT CLASS

The Vitamin Products Settlement Class includes all persons and entities (excluding governmental entities, the entities identified on the schedule below and their respective parents, subsidiaries and affiliates and the Vitamin Products Released Parties, as described below) who directly purchased one or more of the following vitamins or carotenoids, including all blends and forms thereof, or "Premix," as defined below (collectively, "Vitamin Products"), for delivery to a destination in the United States from any of the manufacturers on the schedule below (or their respective subsidiaries and affiliates) identified with respect to such Vitamin Product during the periods set forth below.

VITAMIN PRODUCT	PERIOD	MANUFACTURERS*
VITAMIN A	January 1, 1990- December 31, 1998	BASF ROCHE RHONE-POULENC
VITAMIN B1 (THIAMIN)	January 1, 1991- December 31, 1994	ROCHE TAKEDA
VITAMIN B2 (RIBOFLAVIN)	January 1, 1991- December 31, 1995	BASF ROCHE TAKEDA
VITAMIN B5 (CALPAN)	January 1, 1991- December 31, 1998	BASF DAIICHI ROCHE
VITAMIN B6	January 1, 1991- December 31, 1994	DAIICHI ROCHE TAKEDA
VITAMIN B9 (FOLIC ACID)	January 1, 1991- December 31, 1994	KONGO ROCHE TAKEDA YODOGAWA/SUMIKA
VITAMIN B12 (Cyanacobalamine Pharma)	January 1, 1990- December 31, 1998	HOECHST RHONE-POULENC
VITAMIN C	January 1, 1991- December 31, 1995	BASF E-MERCK ROCHE TAKEDA
VITAMIN E	January 1, 1990- December 31, 1998	BASF EISAI (1991-1998 only) RHONE-POULENC ROCHE
VITAMIN H (BIOTIN)	January 1, 1991- December 31, 1995	E-MERCK LONZA ROCHE SUMITOMO TANABE
ASTAXANTHIN	January 1, 1992- December 31, 1997	BASF ROCHE
BETA-CAROTENE	January 1, 1991- December 31, 1998	BASF ROCHE
CANTHAXANTHIN	January 1, 1992- December 31, 1997	BASF ROCHE
PREMIX	January 1, 1990- December 31, 1998	BASF RHONE-POULENC ROCHE

Exhibit 3-3

*For purposes of the foregoing schedule:

- "BASF" means BASF Corporation and BASF AG
- "Daiichi" means Daiichi Pharmaceutical Co., Ltd., Daiichi Fine Chemicals, Inc. and Daiichi Pharmaceutical Corporation
- "Eisai" means Eisai Co., Ltd., Eisai U.S.A., Inc. and Eisai Inc.
- "E-Merck" means Merck KgaA, E. Merck and EM Industries, Inc.
- "Hoechst" means Hoechst Marion Roussel, S.A. and Roussel Corporation
- "Kongo" means Kongo Chemical Co., Ltd.
- "Lonza" means Alsuisse Lonza Group Ltd., Lonza AG and Lonza Inc.
- "Rhone-Poulenc" means Rhone-Poulenc Inc., Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc Rorer Pharmaceuticals Inc., Rhone-Poulenc S.A. and Rhone-Poulenc Animal Nutrition S.A.
- "Roche" means Hoffmann-La Roche Inc., Roche Vitamins Inc. and F. Hoffmann-La Roche Ltd
- "Sumitomo" means Sumitomo Chemical Co., Ltd. and Sumitomo Chemical America, Inc.
- "Takeda" means Takeda Chemical Industries, Ltd., Takeda Vitamin & Food USA Inc. and Takeda U.S.A.
- "Tanabe" means Tanabe Seitauku Company, Ltd. and Tanabe U.S.A., Inc.;
- "Yodogawa/Sumika" means Yodogawa Pharmaceutical Co. and Sumika Fine Chemicals Co.

"Premix" means any product that contains one or more of the above-listed vitamins or carotenoids in combination with other substances (such as other active ingredients or dilution agents) and is sold as a premixed formulation.

YOU HAVE BEEN SENT THIS NOTICE BECAUSE RECORDS OBTAINED FROM THE RELEASED MANUFACTURERS INDICATE THAT YOU MAY HAVE PURCHASED ONE OR MORE VITAMIN PRODUCTS DURING THE RELEVANT PERIODS. IF YOU DID SO, YOU ARE A MEMBER OF THE VITAMIN PRODUCTS SETTLEMENT CLASS AND YOU NEED NOT TAKE ANY ACTION TO REMAIN IN THE VITAMIN PRODUCTS SETTLEMENT CLASS. IF YOU REMAIN IN THE VITAMIN PRODUCTS SETTLEMENT CLASS, YOUR RIGHTS UNDER THE SETTLEMENT WILL BE REPRESENTED BY CLASS PLAINTIFFS AND PLAINTIFFS' CO-LEAD COUNSEL, AND YOU WILL BE ENTITLED TO SUBMIT A PROOF OF CLAIM TO SHARE IN THE VITAMIN PRODUCTS SETTLEMENT FUND.

Any and all transferees or assignees of, or successors to, the claims or rights of any member of the Vitamin Products Settlement Class against any of the Vitamin

Products Released Parties, which claims are based on direct purchases of Vitamin Products for delivery in the United States from the manufacturer (or a subsidiary or affiliate thereof), will be entitled to submit a Proof of Claim to share in the Vitamin Products Settlement Fund and will be bound by the terms of the Settlement Agreement, if approved by the Court, and shall be required to exercise their rights under the Settlement Agreement in the same manner as members of the Vitamin Products Settlement Class.

SUMMARY OF THE SETTLEMENT

The Settlement Agreement, if approved by the Court, will result in a cash payment of $1,050,137,127 (subject to being adjusted in the manner described below), plus an amount for interest, to be made available to the members of the Vitamin Products Settlement Class (the "Vitamin Products Settlement Fund"), and the dismissal with prejudice of all claims asserted in those class actions brought on behalf of direct purchasers that have been consolidated in this litigation (other than any such class action seeking recovery exclusively for alleged antitrust violations with respect to methionine) (the "Class Actions") against defendants BASF Corporation, Daiichi Pharmaceutical Co., Ltd., Eisai Co., Ltd., Hoechst Marion Roussel, S.A., Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc Animal Nutrition S.A. and Takeda Vitamin & Food USA, Inc., and their respective parents, subsidiaries and affiliates (collectively, the "Released Manufacturers"). The amounts paid in settlement of the Class Actions will be distributed among the members of the Vitamin Products Settlement Class who submit timely and valid claims based on the amount of their purchases of Vitamin Products from the entities

set forth on the Schedule on p. __ of this Notice during the relevant periods, pursuant to the terms of the plan of allocation described below and referenced in the Settlement Agreement.

The Settlement Agreement also provides that, subject to the approval of the Court, up to $122,438,032, plus an amount for interest, will be paid as attorneys' fees for plaintiffs' counsel, in addition to and independent of the payment to the Vitamin Products Settlement Fund.

The Settlement Agreement described herein also provides for the settlement of the Class Actions as to claims asserted against BASF Corporation and BASF AG on behalf of persons or entities who purchased Choline Chloride from 1992 through 1995 (the "Choline Chloride Settlement Class"). The terms of the settlement of those claims are described in a separate notice enclosed herewith, which you are also urged to read carefully. Certain persons may be members of either or both of the Vitamin Products and Choline Chloride Settlement Classes, depending upon whether they made purchases of products establishing their membership in those settlement classes.

BACKGROUND OF THE CLASS ACTIONS

Class plaintiffs and others have filed lawsuits in the Court and elsewhere in the United States against the Released Manufacturers and others. The lawsuits have been consolidated in the Court for pretrial purposes before the Honorable Thomas F. Hogan, United States District Judge.

Class plaintiffs allege that beginning in or about 1990, defendants unlawfully agreed to fix, raise, maintain and stabilize the prices of certain vitamin products and carotenoids sold in the United States, in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. Class plaintiffs claim that, as a result of this alleged price-fixing and other unlawful collusive conduct, they and other members of the Vitamin Products Settlement Class paid more for Vitamin Products than they would have paid absent such conduct. Class plaintiffs have now reached a negotiated settlement of the Class Actions as to the Released Manufacturers and, on November 3, 1999, entered into the Settlement Agreement individually and on behalf of the Vitamin Products Settlement Class. The Settlement Agreement is subject to approval by the Court following the Settlement Hearing. On _____, 1999, the Court conditionally certified the Vitamin Products Settlement Class, conditionally designated certain of the named plaintiffs in the Class Actions (the "Class Plaintiffs") to be representatives of the Vitamin Products Settlement Class, preliminarily approved the Settlement Agreement and ordered that this Notice be provided to the members of the Vitamin Products Settlement Class.

THE COURT HAS NOT RULED ON ANY OF THE CLAIMS OR DEFENSES OF THE PARTIES. THIS NOTICE IS NOT TO BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES ASSERTED BY PLAINTIFFS OR DEFENDANTS.

INVESTIGATION OF PLAINTIFFS' CO-LEAD COUNSEL LEADING TO THE SETTLEMENT

Before and following the filing of the Class Actions, Class Plaintiffs conducted extensive investigation and formal discovery of the facts relating to the claims

alleged in the Class Actions and retained and consulted with economists and other experts. In recommending that Class Plaintiffs enter into the Settlement Agreement, Plaintiffs' Co-Lead Counsel took into consideration their investigations on behalf of Class Plaintiffs and, in addition, guilty pleas entered into or agreed to by F. Hoffmann-La Roche Ltd, BASF AG, Daiichi Pharmaceutical Co., Ltd., Takeda Chemical Industries, Ltd. and Eisai Co., Ltd. to federal charges that, beginning in or about 1990, these entities and others participated in several unlawful agreements to suppress and eliminate competition by fixing the price and allocating the volume of certain Vitamin Products sold in the United States, in violation of the federal antitrust laws. Plaintiffs' Co-Lead Counsel also took into consideration the fact that guilty pleas to similar charges have been entered by two former executives of F. Hoffmann-La Roche Ltd.

Based upon their extensive investigation, their consultation with experts retained by them and their evaluation of the claims of the members of the Vitamin Products Settlement Class and defenses that might be asserted thereto, Plaintiffs' Co-Lead Counsel believe that the settlement is fair, reasonable and adequate and in the best interests of the Vitamin Products Settlement Class.

THE PROPOSED SETTLEMENT

The following description of the proposed settlement on behalf of the Vitamin Products Settlement Class (the "Vitamin Products Settlement") is only a summary. The Settlement Agreement, and the exhibits thereto, are on file with the Court and posted on the Court's website (http://www.dcd.uscourts.gov/99ms197.html).

A. The Vitamin Products Settlement Fund

1. Payment Amount. Subject to the terms and conditions of the Settlement Agreement, certain Released Manufacturers have agreed to pay $1,050,137,127 (subject to adjustment as described below), plus certain interest, for the benefit of the Vitamin Products Settlement Class. The amount of the payments being made with respect to each Released Manufacturer is a function of the total sales of such Released Manufacturer (or its subsidiaries and affiliates) of each Vitamin Product for which claims may be submitted by members of the Vitamin Products Settlement Class.

2. Recovery Percentage. The payments to be made into the Vitamin Products Settlement Fund with respect to sales of BASF Corporation, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc Rorer Pharmaceuticals Inc. and Roussel Corporation (and their respective subsidiaries and affiliates) amount to approximately 18.08% of the total sales of each Vitamin Product manufactured by such entities during the relevant periods set forth on page __ of this Notice (except with respect to Premix, for which the payments are intended to amount to approximately 18.08% of the portion of the total sales of Premix that is attributable to component Vitamin Products, as explained further below). The payments to be made into the Vitamin Products Settlement Fund with respect to sales of Daiichi Fine Chemicals, Inc., Eisai U.S.A., Inc. and Takeda Vitamin of Food USA, Inc. (and their respective subsidiaries and affiliates) amount to 20% of the total sales of each of the various

Vitamin Products manufactured by such entities during the relevant periods set forth on page __ of this Notice.

3. Premix. Premix contains a number of components in addition to Vitamin Products, including ingredients that are not manufactured by the entity that sold the Premix. Each Released Manufacturer's contribution to the Vitamin Products Settlement Fund with respect to Premix is based on an estimate as to the portion of the total purchase price of Premix sold by such Released Manufacturer that is attributable to component Vitamin Products manufactured by such Released Manufacturer, rather than the total purchase price of the Premix, part of which is attributable to components other than Vitamin Products. The total potential settlement payments with respect to Premix is intended to amount to approximately 18.08% of the portion of the total sales of Premix sold by BASF Corporation, Hoffmann-La Roche Inc., Roche Vitamins Inc. and Rhone-Poulenc Animal Nutrition Inc. (and their respective subsidiaries and affiliates) attributable to component Vitamin Products.

4. Weighted Average Recovery Percentage. As a result of the difference in the rates of payments with respect to the sales of Vitamin Products sold by the different Released Manufacturers, the total amount payable under the Settlement Agreement, expressed as a percentage of total qualifying sales, varies for each Vitamin Product, depending on the relative amounts of the sales of such Vitamin Product by each Released Manufacturer. The total potential amount payable under the Settlement Agreement with respect to Vitamin A, for example, amounts to approximately 18.08% of the aggregate

qualifying sales of Vitamin A. With respect to Vitamin B5 (calpan), the total potential amount payable amounts to approximately 19.15% of the aggregate qualifying sales of Vitamin B5. The total potential amounts payable under the settlement with respect to each Vitamin Product, and the percentages of qualifying sales that those figures represent, are set forth on Schedule A to this Notice.

5. Potential Reduction of Overall Settlement Payment Amount. In the event that members of the Vitamin Products Settlement Class exclude themselves from the Vitamin Products Settlement Class, the total amount of the settlement payment to the Vitamin Products Settlement Fund will be proportionately reduced. The amount of any such overall reduction will depend on the amount of qualifying purchases of each member of the Vitamin Products Settlement Class who requests exclusion from the Vitamin Products Settlement Class and, because of the different rates of contribution by different Released Manufacturers, on the Released Manufacturer from whom such purchases were made. Exclusions from the Vitamin Products Settlement Class will reduce the amounts of the total payments to be made with respect to the Vitamin Products purchased from each Released Manufacturer by those members of the Vitamin Products Settlement Class who exclude themselves from the Vitamin Products Settlement Class. For example, if a member of the Vitamin Products Settlement Class who has qualifying purchases of only Vitamin E excludes itself from the Vitamin Products Settlement Class, the total settlement payments attributable to Vitamin E will be reduced, and the settlement payments made with respect to other Vitamin Products will be unaffected.

6. Amount of Potential Reduction. The exclusion of a member of the Vitamin Product Settlement Class from the Vitamin Products Settlement will reduce the payment to be made with respect to the sales by the particular Released Manufacturer from which such class member made qualifying purchases. The reduction to the payment otherwise due with respect to the sales of a particular Released Manufacturer will depend on the percentage of the settlement payments made with respect to the qualifying sales of such Released Manufacturer. If a member of the Vitamin Products Settlement Class that excludes itself from the Vitamin Products Settlement purchased its Vitamin Products from BASF Corporation, Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc Rorer Pharmaceuticals Inc. or Roussel Corporation (or their respective subsidiaries and affiliates) the amount of the reduction will be approximately 18.08% of the amount of such class member's purchases from such entity. If, on the other hand, such a class member purchased Vitamin Products from Daiichi Fine Chemicals, Inc., Eisai U.S.A., Inc. or Takeda Vitamin & Food USA, Inc. (or their respective subsidiaries and affiliates) the payment to be made with respect to such Vitamin Product will be reduced by 20% of the amount of the class member's purchases of such Vitamin Product from such entity. After reductions are made to the amounts to be paid with respect to each Vitamin Product, the ultimate recovery to each member of the Vitamin Products Settlement Class with respect to a particular Vitamin Product will reflect the weighted average of all payments made with respect to such Vitamin Product

7. Payment Date. The payments to be made under the Vitamin Products Settlement will be deposited into an interest-bearing escrow account within 30 days of a final determination of the total amounts of the respective payments actually due with respect to the sales of each Released Manufacturer, except that each Released Manufacturer obligated to make payments under the Settlement Agreement has deposited $35,000 of its respective payment into an escrow account to pay for the costs of Notice to the Vitamin Products Settlement Class and the Choline Chloride Settlement Class.

8. Most Favored Nation. In addition, the Vitamin Products Settlement Fund shall include any supplemental payments that may become due under the "Most Favored Nation" clause of the Settlement Agreement. The Most Favored Nation clause is designed to ensure (for the period and on the terms specified below) that the members of the Vitamin Product Settlement Class receive settlement compensation that is not less than the compensation received under any future settlement between any Released Manufacturer and any member of the Vitamin Products Settlement Class that elects to exclude itself from the Vitamin Products Settlement Class (an "Opt-Out Plaintiff"). In the event that compensation is provided to an Opt-Out Plaintiff by any Released Manufacturer with respect to a particular Vitamin Product that exceeds the recovery of the members of the Vitamin Products Settlement Class under the Settlement Agreement, expressed as a percentage of the sales made to such Opt-Out Plaintiff, such Released Manufacturer (or a responsible subsidiary or affiliate thereof) shall be required to make an additional proportional payment to the Vitamin Products Settlement Fund, based on its

initial payment into the Vitamin Products Settlement Fund with respect to such Vitamin Product, unless Plaintiffs' Co-Lead Counsel agree that the more favorable terms of the Opt-Out Settlement reflect special circumstances unique to the Opt-Out Plaintiff.

The Most Favored Nation clause is effective for a period of two years from the date of the Settlement Agreement. It does not apply to any settlement entered into after entry of a final pretrial order or 30 days before trial in the action brought by the Opt-Out Plaintiff that is resolved by the settlement. The terms of the Most Favored Nation clause are set forth in the Settlement Agreement.

B. Injunctive Relief

Defendants BASF Corporation, Daiichi Fine Chemicals, Inc., Eisai, Inc., Eisai U.S.A., Inc., Hoffmann-La Roche Inc., Roche Vitamins Inc., Rhone-Poulenc Animal Nutrition Inc., Roussel Corporation and Takeda Vitamin & Food USA, Inc. have agreed that, for a period of three years from the date of the Settlement Agreement, they will not engage in any horizontal conduct that constitutes a per se violation of Section 1 of the Sherman Act, including, but not limited to, price fixing, market allocation or bid rigging, with respect to the sale of any Vitamin Product or Choline Chloride for delivery in the United States.

C. Dismissal and Release of Claims

IF YOU DO NOT EXCLUDE YOURSELF FROM THE VITAMIN PRODUCTS SETTLEMENT CLASS AND THE SETTLEMENT AGREEMENT IS APPROVED BY THE COURT, YOU WILL BE BOUND BY ALL OF THE COURT'S ORDERS AND JUDGMENTS ENTERED PURSUANT TO THE SETTLEMENT AGREEMENT, INCLUDING THE DISMISSAL AND RELEASE OF YOUR CLAIMS AGAINST THE VITAMIN PRODUCTS RELEASED PARTIES, AS PROVIDED

BELOW, REGARDLESS OF WHETHER YOU FILE A PROOF OF CLAIM OR PARTICIPATE IN THE VITAMIN PRODUCTS SETTLEMENT FUND.

In the event that the Court approves the Settlement Agreement after the Settlement Hearing, each member of the Vitamin Products Settlement Class that did not timely and validly exclude itself from the Vitamin Products Settlement Class shall (on its own behalf and on behalf of its present and former officers, directors, agents, employees, legal representatives, trustees, parents, affiliates, subsidiaries, heirs, executors, administrators, purchasers, predecessors, successors and assigns) (collectively, the "Vitamin Products Releasing Party") completely release and forever discharge the Released Manufacturers; the present and former direct and indirect parents, subsidiaries, divisions, affiliates, or associates (as defined in Securities and Exchange Commission Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934) of any of the Released Manufacturers; the present and former stockholders, officers, directors employees, agents and legal representatives of any of the above entities (with respect to any conduct of any of the above entities); and the predecessors, heirs, executors, administrators, successors and assigns of any of the above persons or entities (collectively, the "Vitamin Products Released Parties") from all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, that such member of the Vitamin Products Settlement Class, whether directly, representatively, derivatively or in any other capacity,

ever had, now has or hereafter can, shall or may have, relating in any way to any conduct prior to the date of the Settlement Agreement concerning the purchase, sale or pricing of Vitamin Products and any and all other vitamins or relating to any conduct alleged in the Class Actions, including, without limitation, any such claims which have been asserted or could have been asserted in one or more of the Class Actions against the Vitamin Products Released Parties or any one of them (the "Released Vitamin Products Claims"), except that this release shall not affect the rights of any Vitamin Products Releasing Party or Parties (i) to seek damages or other relief from any person with respect to any Vitamin Products or vitamins purchased directly from the manufacturer (or any subsidiary or affiliate thereof) for delivery to a destination outside the United States; or (ii) to participate in or benefit from any relief or other recovery as part of a settlement or judgment on behalf of a class of indirect purchasers of Vitamin Products (such reservation by the Vitamin Products Releasing Parties of any right to participate in any relief or other recovery as part of a settlement or judgment on behalf of a class of indirect purchasers of Vitamin Products shall under no circumstances be construed to constrain the Vitamin Products Released Parties from asserting any defense or opposing the certification of any putative class of indirect purchasers of Vitamin Products).

In addition, each member of the Vitamin Products Settlement Class shall waive and release with respect to the Released Vitamin Products Claims any and all provisions, rights and benefits conferred either (a) by § 1542 of the California Civil Code, which reads:

> "Section 1542. General release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

or (b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Each member of the Vitamin Products Settlement Class may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Vitamin Products Claims but each member of the Vitamin Products Settlement Class shall expressly agree that, upon the approval of the Settlement Agreement by the Court after the Settlement Hearing, it shall have waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the Released Vitamin Products Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

The release and dismissal of the claims of the Vitamin Products Settlement Class will have no effect upon any claims you may have against persons other than the Vitamin Products Released Parties. This litigation is proceeding against such persons. In addition, the release shall not release any product liability or breach of contract claims unrelated to the subject matter of the Class Actions.

D. Attorneys' Fees and Expenses

In addition to and independent of the payment to be made available to the members of the Vitamin Products Settlement Class, certain Released Manufacturers have agreed, subject to the approval of the Court, to pay $122,438,032, plus an amount for interest, as attorneys' fees for plaintiffs' counsel, and plaintiffs' counsel shall not seek attorneys' fees in excess of such amount. In addition, all costs and expenses incurred by plaintiffs' counsel in connection with the Class Actions shall, subject to Court approval, be paid out of the Vitamin Products Settlement Fund, out of the Choline Chloride Settlement Fund and out of recoveries from the defendants in the Class Actions other than the Vitamin Products Released Parties. The total costs and expenses incurred to date by Plaintiffs' Co-Lead Counsel are approximately $_____. The costs and expenses incurred in the prosecution of the Class Actions shall be allocated between the Vitamin Products Settlement Fund and the Choline Chloride Settlement Fund (described in the separate notice enclosed herewith), on a proportional basis.

Plaintiffs' Co-Lead Counsel will make a request for attorneys' fees and reimbursement of litigation costs and expenses on behalf of all counsel for plaintiffs in the Class Actions ("Class Counsel") on or before _____, 1999. Any written materials filed in support of such request will be promptly posted on the Court's website (http://www.dcd.uscourts.gov/99ms197.html). If you wish to object to the fee request, you must do so in a timely manner as set forth below. If you do not wish to object to the fee request, you do not need to take any action. In the event that the Court should rule

that Class Counsel are entitled to less than $122,438,032, plus an amount for interest, the difference between the Court's award and the amounts indicated above will be retained by those Released Manufacturers that have agreed to pay attorneys' fees under the settlement. In such event, Class Counsel will retain the right to seek Court approval of additional attorneys' fees to be paid by those Released Manufacturers, up to a total of $122,438,032 for all attorneys' fees of Class Counsel, based on future settlements or recoveries by any persons who exclude themselves from the Vitamin Products Settlement Class.

E. Filing and Processing of Proofs of Claim

If you are a member of the Vitamin Products Settlement Class and do not exclude yourself from the Class and the settlement becomes effective in accordance with the terms, you will be entitled to share in the Vitamin Products Settlement Fund, provided you submit a timely and valid Proof of Claim and Release form ("Claim Form") in accordance with the instructions set forth herein and in the Claim Form. The Claim Form is included with this Notice. If you receive multiple Notices and Claim Forms with respect to the Vitamin Products Settlement, complete only one Claim Form covering all the qualifying Vitamin Products purchases by each Claimant. The Claim Form asks for information concerning the amount, calculated in dollars, of each Claimant's qualified direct purchases of each Vitamin Product for delivery in the United States from each manufacturer (or its respective subsidiaries or affiliates) identified in the schedule on p. __ of this Notice, as well as reasonably available documentation (such as account

statements and extracts of books and records) that evidences such purchases. In providing the dollar amount of Claimant's Vitamin Product purchases, sales taxes and delivery or freight charges are to be excluded (if reasonably ascertainable). You should retain all documents that substantiate the purchases of Vitamin Products that you claim on your Claim Form. With respect to claimed purchases of Vitamin Products from the Released Manufacturers, the Settlement Claims Administrator shall review the Claim Form based on purchase records obtained from the Released Manufacturers. As explained in the Claim Form, a Claimant may, in its discretion, rely upon the records obtained from the Released Manufacturers for information as to its qualifying purchases from the Released Manufacturers, in lieu of independently detailing and substantiating the amounts of such purchases. Thus, an Authorized Claimant who chooses to rely on the records of the Released Manufacturers need only supply information as to qualifying purchases, if any, from the following entities, none of which is a Released Manufacturer: (i) Vitamin C purchases from E-Merck; (ii) Vitamin H (biotin) purchases from E-Merck, Lonza, Sumitomo and Tanabe; and (iii) Vitamin B9 (folic acid) purchases from Kongo and Yodogawa/Sumika.

IF YOU WISH TO KNOW THE AMOUNT OF YOUR QUALIFYING PURCHASES REFLECTED IN THE RECORDS OF THE RELEASED MANUFACTURERS, YOU MAY CALL THE TOLL-FREE NUMBER PROVIDED BELOW TO REQUEST TO HAVE A STATEMENT OF YOUR QUALIFYING PURCHASES MAILED TO YOU AT YOUR ADDRESS AS IT APPEARS IN SUCH DEFENDANTS' RECORDS. (IF YOU WANT SUCH A STATEMENT TO BE MAILED TO YOU AT AN ADDRESS OTHER THAN THE ADDRESS REFLECTED IN SUCH RECORDS, YOU MAY REQUEST SO IN WRITING BY LETTER DIRECTED TO VITAMIN ANTITRUST LITIGATION AT THE ADDRESS PROVIDED BELOW OR YOU MAY CALL THE TOLL FREE NUMBER.)

1-800-XXX-XXXX

YOU SHOULD NOT CALL THIS NUMBER WITH INQUIRIES ABOUT THIS NOTICE, THE CLAIM FORM OR THE SETTLEMENT AGREEMENT. FOR INQUIRIES ON THESE MATTERS, YOU MAY CONTACT PLAINTIFFS' CO-LEAD COUNSEL AT THE ADDRESSES GIVEN BELOW.

Any Claimant that believes that the records obtained from the Released Manufacturers understate its purchases from the Released Manufacturers may claim purchases that exceed the amounts reflected in such records, but will need to substantiate the amounts claimed to the satisfaction of the Settlement Claims Administrator. The Claimant will be notified and given an opportunity to explain the basis for any amount claimed in excess of the amounts reflected in the Released Manufacturers' records. In the event that the matter is not resolved to the satisfaction of the Claimant, the Claimant may seek a determination by the Court of the amount of Claimant's qualifying purchases.

IN ORDER TO BE ELIGIBLE TO SHARE IN THE VITAMIN PRODUCTS SETTLEMENT FUND, YOUR CLAIM FORM MUST BE COMPLETED AND SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PRE-PAID AND POSTMARKED NO LATER THAN_____ FOR DELIVERY TO THE FOLLOWING ADDRESS:

Vitamin Antitrust Litigation
P.O. Box _____
_____

To the extent that you have previously entered into an agreement that settles or compromises any Released Vitamin Products Claim based on purchases of Vitamin Products during the periods and from any of the manufacturers identified on schedule on p.__ of this Notice (or their subsidiaries or affiliates), you may not claim or recover under the Settlement Agreement with respect to any purchases of Vitamin Products.

Claim Forms may be submitted only by members of the Vitamin Products Settlement Class that have not assigned or otherwise transferred their claims to other parties or by their assignees, transferees or successors. If you are the assignee or transferee of, or the successor to, the claims of a member of the Vitamin Products Settlement Class against any of the manufacturers (or their subsidiaries or affiliates) identified on the schedule on p. __ of this Notice based on purchases of Vitamin Products for delivery by the manufacturer (or a subsidiary or affiliate thereof) to a destination in the United States, you may be entitled to submit a Claim Form, provided you provide documents sufficient to establish your ownership rights with respect to such claim. Only one claim may be submitted with respect to any particular purchase of Vitamin Products.

F. Plan of Allocation and Distribution of the Vitamin Products Settlement Fund

The Vitamin Products Settlement Fund will be distributed to members of the Vitamin Products Settlement Class who submit timely and valid Claim Forms and whose Claims are allowed by the Court ("Authorized Claimants"). The distribution will take place as soon as practicable after all of the following events have occurred: (1) approval of the settlement by the Court and the expiration of any period for further review or appeal of the Court's order of approval or the resolution of any such review or appeal; (2) review of the Claim Forms by the Settlement Claims Administrator and the determination of the amounts recommended to be paid to Claimants; and (3) approval by the Court of the Settlement Claims Administrator's recommendations as to the amounts to be paid to Authorized Claimants.

Distribution of the Vitamin Products Settlement Fund will be based on the dollar amount of Authorized Claimants' direct purchases of each Vitamin Product for delivery in the United States from any of the manufacturers identified with respect to such Vitamin Product (or their subsidiaries or affiliates) during the periods set forth on p.__ of this Notice with respect to such Vitamin Product. If you purchased one or more Vitamin Products in years other than those for which compensation may be had, you will not be entitled to recover with respect to those purchases. If you did not purchase any Vitamin Products during the periods for which Vitamin Products Settlement Class members are entitled to recover, you are not a member of the Vitamin Products Settlement Class, and you are not entitled to any recovery under the Settlement Agreement.

The amounts paid into the Vitamin Products Settlement Fund with respect to each Vitamin Product (not including Premix) will be distributed to Authorized Claimants in proportion to the dollar amount of each Authorized Claimant's total qualifying purchases of such Vitamin Product. Premix contains a number of components in addition to Vitamin Products, including ingredients that are not manufactured by the entity that sells the Premix. Premix purchased during the relevant period will entitle the purchaser to compensation based on a calculation of the portion of the total price of each individual purchase of Premix that is attributable to component Vitamin Products manufactured by the Released Manufacturer that sold the Premix.

Claimants are not expected to be able to provide information as to the dollar amount of the portion of their total purchases of Premix, if any, attributable to component Vitamin Products. The portion of the purchase price of each Claimant's purchases of Premix attributed to Vitamin Products will be determined on the basis of records obtained from the Released Manufacturer. In the event that those records are incomplete with respect to the Vitamin Product content of a particular Premix purchase, that purchase will be treated as though it had the average Vitamin Product content of Premix purchased by the Claimant in question from 1990 through 1998. If existing records do not indicate the Vitamin Product content for any Premix purchases by a particular Claimant during such period, such Claimant's purchases will be treated as though they had the estimated average Vitamin Product content of the Released Manufacturer's Premix sales from 1990 through 1998.

Please note that submission of a Claim Form does not necessarily assure the right to payment thereunder. The Court may deny, in whole or in part, any claim if it determines that the Claimant is excluded from the Vitamin Products Settlement Class or if there are legal or equitable grounds for rejecting such claim.

REQUESTS FOR EXCLUSION

If you wish to exclude yourself from the Vitamin Products Settlement Class, you must do so by sending a written request for exclusion, by certified mail, return-receipt requested, postage prepaid, postmarked on or before _____, to the following address.

Vitamin Antitrust Litigation
P. O. Box _____
_____

The request for exclusion must clearly state the name and address of the person or entity who wishes to be excluded from the Vitamin Products Settlement Class, as well as all trade names or business names and addresses used by such person or entity and any of its parents, subsidiaries or affiliates that purchased Vitamin Products at any time during the relevant periods and are also intended to be excluded from the Vitamin Products Settlement Class.

Please note that if you are also a member of the Choline Chloride Settlement Class, you may choose to request exclusion from the Choline Chloride Settlement Class and remain a member of the Vitamin Products Settlement Class. Similarly, you may choose to remain a member of the Choline Chloride Settlement Class and request exclusion from the Vitamin Products Settlement Class.

IN ORDER TO BE EXCLUDED FROM THE VITAMIN PRODUCTS SETTLEMENT CLASS, YOU MUST TIMELY REQUEST EXCLUSION IN THE MANNER SET FORTH ABOVE EVEN IF YOU HAVE FILED OR HEREAFTER FILE YOUR OWN LAWSUIT AGAINST ANY OF THE DEFENDANTS BASED ON CLAIMS THAT ARISE OUT OF THE CONDUCT AT ISSUE IN THIS LITIGATION.

If you properly and timely submit a request for exclusion from the Vitamin Products Settlement Class, you will not be bound by the Settlement Agreement, or any judgment or orders entered pursuant thereto, and you will not be entitled to share in the Vitamin Products Settlement Fund and will not receive any of the other benefits of the Vitamin Products Settlement. You will be free to pursue whatever legal rights you may have against any of the Vitamin Products Released Parties at your own cost and expense.

SETTLEMENT HEARING

At the Settlement Hearing, the Court will consider whether the Settlement Agreement should be approved as fair, adequate and reasonable to the Vitamin Products Settlement Class and the claims of the Vitamin Products Settlement Class dismissed with prejudice as to the Released Manufacturers that are Defendants in the Class Actions. Any member of the Vitamin Products Settlement Class who has not requested to be excluded from the Vitamin Products Settlement Class is entitled to appear and be heard at the Settlement Hearing, in person or through duly authorized attorneys, and to show cause why the settlement should not be approved as fair, reasonable and adequate, or why the Class Counsel’s request for attorneys' fees and reimbursement of litigation costs and expenses should not be approved; *provided, however,* that no such person shall be heard in opposition to any of the foregoing, and no paper or brief submitted by such person

shall be received or considered by the Court unless, on or before _____, such person files a notice of intention to appear, and a statement of the position to be asserted, and the grounds therefor, together with copies of any supporting papers or brief with the Clerk, United States District Court for the District of Columbia, 333 Constitution Avenue, N.W., Washington, D.C., 20001, with proof of service upon the counsel identified below:

Jonathan D. Schiller, Esq. Boies & Schiller 5301 Wisconsin Avenue, N.W. Washington, D.C. 20015	Bruce L. Montgomery, Esq. Arnold & Porter 555 Twelfth Street, N.W. Washington, D.C., 20004-1202

Except as provided herein, no person shall be entitled to contest the terms and conditions of the Settlement Agreement or the Class Counsel's request for an award of attorneys' fees and reimbursement of litigation costs and expenses, unless the procedures set forth above are complied with, and persons who fail to object as provided herein shall be deemed to have waived and shall be foreclosed forever from raising any such objections or appealing from any orders or judgments entered with respect to the Settlement Agreement or such request by Class Counsel.

The time and date of the hearing may be continued from time-to-time. Notice of any such continuance shall be posted at the United States Courthouse and on the Court's website, http://www.dcd.uscourts.gov/99ms197.html.

ADDITIONAL INFORMATION

THE ABOVE IS ONLY A SUMMARY OF THE SETTLEMENT AGREEMENT AND RELATED MATTERS.

For more detailed information concerning the matters involved in the litigation, reference is made to the pleadings, to the Settlement Agreement, to the Orders entered by the Court and to the other papers filed in the Class Actions, which may be inspected at the Office of the Clerk of the United States District Court for the District of Columbia, 333 Constitution Avenue, N.W., Washington, D.C. 20001 during regular business hours. In addition, the Settlement Agreement is posted at the Court's website: http://www.dcd.uscourts.gov/99ms197.html.

ALL INQUIRIES CONCERNING THIS NOTICE, THE PROOF OF CLAIM FORM AND THE SETTLEMENT AGREEMENT SHOULD BE DIRECTED TO ONE OF PLAINTIFFS' CO-LEAD COUNSEL, *IN WRITING*, AT THE ADDRESSES SET FORTH BELOW.

Jonathan D. Schiller, Esq.
Boies & Schiller
5301 Wisconsin Avenue, N.W.
Washington, D.C. 20015

or

Michael D. Hausfeld, Esq.
Cohen, Milstein, Hausfeld & Toll, P.C.
West Tower, Suite 500
1100 New York Avenue, N.W.
Washington, D.C. 20005-3964

or

Marc M. Seltzer, Esq.
Susman Godfrey, L.L.P.
1880 Century Park East, Suite 950
Los Angeles, CA 90067-1606

INQUIRIES SHOULD NOT BE MADE BY TELEPHONE AND *SHOULD NOT* BE DIRECTED TO THE COURT.

Date: _____

BY ORDER OF THE COURT:
_____, Clerk
United States District Court
for the District of Columbia.

If you change your address, or if this Notice was not mailed to your correct address, you should immediately provide your correct address to *Vitamin Antitrust Litigation*, P.O. Box___, _____. If the Settlement Claims Administrator does not have your correct address, you may not receive notice of important developments in this litigation.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

	:	Misc. No. 99-197 (TFH)
IN RE VITAMIN ANTITRUST LITIGATION	:	(M.D.L. No. 1285)
This Document Relates to:	:	**VITAMIN PRODUCTS SETTLEMENT**
ALL CLASS ACTIONS	:	**PROOF OF CLAIM AND RELEASE**

CLAIMANTS MUST ANSWER FULLY ALL PARTS OF THIS FORM

TO BE ELIGIBLE TO SHARE IN THE VITAMIN PRODUCTS SETTLEMENT FUND, YOU MUST HAVE PURCHASED CERTAIN VITAMIN PRODUCTS OR CAROTENOIDS FROM ANY OF THE ENTITIES IDENTIFIED BELOW DURING CERTAIN SPECIFIED PERIODS FROM 1990 TO 1998. IF YOU DID SO, YOU ARE A MEMBER OF THE VITAMIN PRODUCTS SETTLEMENT CLASS AND ARE ENTITLED TO SUBMIT A CLAIM TO SHARE IN THE VITAMIN PRODUCTS SETTLEMENT FUND.

TO SHARE IN THE VITAMIN PRODUCTS SETTLEMENT FUND, YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM FORM AND MAIL IT, VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, POSTMARKED NO LATER THAN _____, TO:

VITAMIN ANTITRUST LITIGATION
P.O. BOX _____
_____

It is recommended that you retain a photocopy of your completed Proof of Claim.

TO FILE A CLAIM ON CHOLINE CHLORIDE, SEE OTHER CLAIM FORM

A FAILURE TO MAIL YOUR PROOF OF CLAIM BY _____ WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOU FROM SHARING IN THE VITAMIN PRODUCTS SETTLEMENT FUND. DO NOT MAIL OR DELIVER YOUR PROOF OF CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL. NO PROOF OF CLAIM WILL BE DEEMED SUBMITTED UNLESS ACTUALLY SUBMITTED TO THE SETTLEMENT CLAIMS ADMINISTRATOR AT THE ABOVE ADDRESS.

Before completing and mailing this Proof of Claim, you should read and be familiar with the accompanying Notice of Class Action Settlement and Hearing Thereon (the "Notice"). By submitting this Proof of Claim, you acknowledge that you have read and understand the Notice. Further, as explained in the Notice, if you are a member of the Choline Chloride Settlement Class and wish to share in the Choline Chloride Settlement, you must complete and submit the separate Choline Chloride Settlement Proof of Claim and Release that is enclosed herewith.

This form (other than signatures) **MUST BE TYPED OR PRINTED**.

I. CLAIMANT

A. Indicate below the full name of the person or entity on behalf of whom this Claim is being completed (the "Claimant") and Claimant's current mailing address and telephone number.

Name: _____

Mailing Address: _____

_____

_____

_____

City: _____ State: _____ Zip Code: _____

_____ _____
Area Code Telephone No.

_____ _____
Area Code Facsimile No.

Correspondence concerning this Proof of Claim will be directed to the mailing address provided above unless a different address is specified in Part D below. (If Claimant's address changes subsequent to submitting this Proof of Claim, Claimant must immediately notify the Settlement Claims Administrator in writing of such change.)

B. Claimant Is (check one):

___ Corporation ___ Executor ___ Individual

___ Partnership ___ Trustee in Bankruptcy ___ Trust

___ Other (identify and provide the name and address of the person on behalf of whom Claimant is acting)

C. Taxpayer Identification Number:

___ - _____ _____

Employer Identification Number (for corporations) | Social Security Number (for individuals)

D. Indicate below the name of the person to be contacted concerning this Proof of Claim, and that person's address and telephone number:

Name: _____

Mailing Address: _____

_____

_____

_____

City: _____ State: _____ Zip Code: _____

_____ _____

Area Code Telephone No.

_____ _____

Area Code Facsimile No.

E. Other names used by Claimant:

If at the time of any purchase claimed below, Claimant used a business or trade name or was located at an address other than the name and address provided above, indicate each such name and/or address below.

Business or Trade Name(s) Location(s) Years

_____

_____

_____

_____

F. If Claimant acquired the rights that are the basis for the Claim asserted herein from some other person or entity, explain the legal basis for your derivative rights and attach documentation evidencing such rights.

_____

_____

_____

_____

II. STATEMENT OF CLAIM

As explained in the Notice provided with this Proof of Claim form, each Claimant's share of the distribution from the Vitamin Products Settlement Fund will be based on the amounts of such Claimant's qualifying purchases of Vitamin Products from the manufacturers identified with respect to each such Vitamin Product on the Schedule set forth below (or any subsidiary or affiliate thereof), as determined by the Settlement Claims Administrator. The amount of each Claimant's qualifying purchases from any such manufacturer that is released under the Settlement Agreement (a "Released Manufacturer") shall be determined by the Settlement Claims Administrator based on records obtained from such Released Manufacturer, unless Claimant claims and demonstrates that its purchases exceed those reflected in such records.

The Released Manufacturers are identified on p. ___ of this Proof of Claim form. If you purchased Vitamin Products for delivery in the United States from any Released Manufacturer (or any subsidiary or affiliate thereof), you may, if you

choose, rely upon the records of such purchases that have been obtained from such Released Manufacturer in lieu of independently substantiating the amounts of such qualifying purchases.

If you choose to rely on the records of the Released Manufacturers, you need only supply information on the following schedules with respect to: (i) Vitamin C purchases from E-Merck; (ii) Vitamin H (biotin) purchases from E-Merck, Lonza, Sumitomo and Tanabe; and (iii) Vitamin B9 (folic acid) purchases from Kongo and Yodogawa/Sumika.

You can obtain information as to the dollar amount of your qualifying purchases from the Released Manufacturers as reflected in the records obtained from such Released Manufacturers by calling 1-800-XXX-XXXX. If you believe that the Released Manufacturers' records understate the actual amount of your purchases from the Released Manufacturers, you may make a claim for such purchases on the Schedules set forth below, provided that you supply substantiating documentation.

Indicate below whether or not you choose to rely upon the Released Manufacturers' records of your qualifying purchases of Vitamin Products from the Released Manufacturers.

- ☐ Claimant hereby agrees that the dollar amount of its qualifying purchases reflected in the Released Manufacturers' records represent the amounts of its qualifying purchases from such Released Manufacturers.

- ☐ Claimant does not agree that the amounts of its qualifying purchases reflected in the Released Manufacturers' records represent the amounts of its qualifying purchases from the Released Manufacturers.

If you check the first box, you do **not** need to complete the Schedules set forth below with respect to purchases from the Released Manufacturers, but must otherwise complete and return this form. If Claimant purchased Vitamin C, Vitamin B9 (Folic Acid) or Vitamin H (Biotin) from any manufacturer(s) other than the Released Manufacturers, you **must** complete the schedules for such Vitamin Products set forth below, but only as to such other manufacturer(s). If you check the second box, you must complete the Schedules set forth below **in full**.

On each Schedule for which Claimant is required to provide information, state the amount, calculated in dollars, of Claimant's direct purchases of the relevant Vitamin Product for delivery in the United States from each of the manufacturers

identified on the Schedule (or any subsidiary or affiliate thereof) for each year for which such information is requested. Claimed purchases should reflect the actual purchase price to the Claimant — *i.e.*, the purchase price excluding sales taxes and freight or delivery charges. You should provide documentation supporting all claimed purchases (such as excerpts from accounting books and records) to the extent such documentation is readily available to you. A purchase is considered a purchase "for delivery in the United States" if the goods purchased were delivered by the manufacturer (or a subsidiary or affiliate thereof) to a destination in the United States.

Premix. Premix contains a number of components in addition to Vitamin Products, including ingredients that are not manufactured by the seller. Each Claimant's qualifying purchases of Premix, for purposes of determining its recovery from the Vitamin Products Settlement Fund, will be based on the portion of the total purchase price of its Premix purchases that is attributable to those component Vitamin Products that were manufactured by the Released Manufacturer from which the Premix was purchased and that, if they had been purchased separately rather than as a component of Premix, could have been claimed as qualifying purchases of such Vitamin Products.

No claimant is expected to be able to provide information as to the portion of its total purchases of Premix that is attributable to component Vitamin Products. Claimant should, however, provide information on the appropriate Schedule as to its total purchases of Premix (unless Claimant has checked the first box above and agrees to rely upon the Released Manufacturer's records for this purpose). The Settlement Claims Administrator will calculate the portion of the purchase price of each Claimant's purchases of Premix that is attributable to component Vitamin Products through records obtained from the Released Manufacturers, unless the Claimant is capable of demonstrating, to the satisfaction of the Settlement Claims Administrator, that the portion of the purchase price of its Premix purchases that is attributable to component Vitamin Products is greater than that reflected in such records.

Pursuant to the Plan of Allocation for the proceeds of the Vitamin Products Settlement Fund, in the event that a Released Manufacturer's records are incomplete with respect to the Vitamin Product content of a particular Premix purchase from such Released Manufacturer (and Claimant has not substantiated the portion of the purchase price attributable to component Vitamin Products), that purchase will be treated as though it had the average Vitamin Product content of Premix purchased from such Released Manufacturer by the Claimant from 1990 to 1998. If existing records do not indicate the Vitamin Product content for any Premix purchases by Claimant during such period, Claimant's purchases will be treated as though they had the estimated average Vitamin Product content of the Released Manufacturer's Premix sales from 1990 to 1998.

For purposes of this Proof of Claim:

• “BASF” means BASF Corporation and BASF AG

• “Daiichi” means Daiichi Pharmaceutical Co., Ltd., Daiichi Fine Chemicals, Inc. and Daiichi Pharmaceutical Corporation

• “Eisai” means Eisai Co., Ltd., Eisai U.S.A., Inc. and Eisai Inc.

• “E-Merck” means Merck KgaA, E. Merck and EM Industries, Inc.

• “Hoechst” means Hoechst Marion Roussel, S.A. and Roussel Corporation

• “Kongo” means Kongo Chemical Co., Ltd.

• “Lonza” means Alsuisse Lonza Group Ltd., Lonza AG and Lonza Inc.

• “Rhone-Poulenc” means Rhone-Poulenc Inc., Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc Rorer Pharmaceuticals Inc., Rhone-Poulenc S.A. and Rhone-Poulenc Animal Nutrition S.A.

• “Roche” means Hoffmann-La Roche Inc., Roche Vitamins Inc. and F. Hoffmann-La Roche Ltd

• “Sumitomo” means Sumitomo Chemical Co., Ltd. and Sumitomo Chemical America, Inc.

• “Takeda” means Takeda Chemical Industries, Ltd., Takeda Vitamin & Food USA, Inc. and Takeda U.S.A.

• “Tanabe” means Tanabe Seitauku Company, Ltd. and Tanabe U.S.A., Inc.

• “Yodogawa/Sumika” means Yodogawa Pharmaceutical Co. and Sumika Fine Chemicals Co.

The Released Manufacturers are: BASF, Daiichi, Eisai, Hoechst; Rhone-Poulenc, Roche and Takeda (and their respective subsidiaries and affiliates).

SCHEDULE OF PURCHASES OF VITAMIN A

Claimant directly purchased Vitamin A for delivery to a destination in the United States from the entities identified below, during the period from 1990 to 1998, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	BASF	Rhone-Poulenc	Roche
1990	$	$	$
1991	$	$	$
1992	$	$	$
1993	$	$	$
1994	$	$	$
1995	$	$	$
1996	$	$	$
1997	$	$	$
1998	$	$	$
TOTAL	$	$	$

SCHEDULE OF PURCHASES OF VITAMIN B1 (Thiamin)

Claimant directly purchased Vitamin B1 (thiamin) for delivery to a destination in the United States from the entities identified below, during the period from 1991 to 1994, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	Roche	Takeda
1991	$	$
1992	$	$
1993	$	$
1994	$	$
TOTAL	$	$

SCHEDULE OF PURCHASES OF VITAMIN B2 (Riboflavin)

Claimant directly purchased Vitamin B2 (riboflavin) for delivery to a destination in the United States from the entities identified below, during the period from 1991 to 1995, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	BASF	Roche	Takeda
1991	$	$	$
1992	$	$	$
1993	$	$	$
1994	$	$	$
1995	$	$	$
TOTAL	$	$	$

SCHEDULE OF PURCHASES OF VITAMIN B5 (Calpan)

Claimant directly purchased Vitamin B5 (calpan) for delivery to a destination in the United States from the entities identified below, during the period from 1992 to 1998, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	BASF	Daiichi	Roche
1991	$	$	$
1992	$	$	$
1993	$	$	$
1994	$	$	$
1995	$	$	$
1996	$	$	$
1997	$	$	$
1998	$	$	$
TOTAL	$	$	$

SCHEDULE OF PURCHASES OF VITAMIN B6

Claimant directly purchased Vitamin B6 from for delivery to a destination in the United States from the entities identified below, during the period from 1991 to 1994, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	Takeda	Daiichi	Roche
1991	$	$	$
1992	$	$	$
1993	$	$	$
1994	$	$	$
TOTAL	$	$	$

SCHEDULE OF PURCHASES OF VITAMIN B9 (Folic Acid)

Claimant directly purchased Vitamin B9 (folic acid) for delivery to a destination in the United States from the entities identified below, during the period from 1991 to 1994, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	Kongo	Roche	Takeda	Yodogawa
1991	$	$	$	$
1992	$	$	$	$
1993	$	$	$	$
1994	$	$	$	$
TOTAL	$	$	$	$

SCHEDULE OF PURCHASES OF VITAMIN B12 (Cyanocobalmine Pharma)

Claimant directly purchased Vitamin B12 (cyanocobalmine pharma) for delivery to a destination in the United States from the entities identified below, during the period from 1990 to 1998, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	Hoechst	Rhone-Poulenc*
1990	$	$
1991	$	$
1992	$	$
1993	$	$
1994	$	$
1995	$	$
1996	$	$
1997	$	$
1998	$	$
TOTAL	$	$

* Product sold by Rhone-Poulenc Rover Pharmaceuticals Inc. only.

SCHEDULE OF PURCHASES OF VITAMIN C

Claimant directly purchased Vitamin C for delivery to a destination in the United States from the entities identified below, during the period from 1991 to 1995, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	BASF	E-Merck	Roche	Takeda
1991	$	$	$	$
1992	$	$	$	$
1993	$	$	$	$
1994	$	$	$	$
1995	$	$	$	$
TOTAL	$	$	$	$

SCHEDULE OF PURCHASES OF VITAMIN E

Claimant directly purchased Vitamin E for delivery to a destination in the United States from the entities identified below, during the period from 1990 to 1998, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	BASF	Eisai	Rhone-Poulenc	Roche
1990	$	N/A	$	$
1991	$	$	$	$
1992	$	$	$	$
1993	$	$	$	$
1994	$	$	$	$
1995	$	$	$	$
1996	$	$	$	$
1997	$	$	$	$
1998	$	$	$	$
TOTAL	$	$	$	$

SCHEDULE OF PURCHASES OF VITAMIN H (Biotin)

Claimant directly purchased Vitamin H (biotin) for delivery to a destination in the United States from the entities identified below, during the period from 1991 to 1995, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	Lonza	E-Merck	Roche	Sumitomo	Tanabe
1991	$	$	$	$	$
1992	$	$	$	$	$
1993	$	$	$	$	$
1994	$	$	$	$	$
1995	$	$	$	$	$
TOTAL	$	$	$	$	$

SCHEDULE OF PURCHASES OF ASTAXANTHIN and/or CANTHAXANTHIN

Claimant directly purchased Astaxanthin or Canthaxanthin for delivery to a destination in the United States from the entities identified below, during the period from 1992 to 1997, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	BASF	Roche
1992	$	$
1993	$	$
1994	$	$
1995	$	$
1996	$	$
1997	$	$
TOTAL	$	$

SCHEDULE OF PURCHASES OF BETA-CAROTENE

Claimant directly purchased Beta-Carotene for delivery to a destination in the United States from the entities identified below, during the period from 1991 to 1998, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	BASF	Roche
1991	$	$
1992	$	$
1993	$	$
1994	$	$
1995	$	$
1996	$	$
1997	$	$
1998	$	$
TOTAL	$	$

SCHEDULE OF PURCHASES OF PREMIX

Claimant directly purchased Premix for delivery to a destination in the United States from the entities identified below, during the period from 1990 to 1998, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	BASF	Rhone-Poulenc	Roche
1990	$	$	$
1991	$	$	$
1992	$	$	$
1993	$	$	$
1994	$	$	$
1995	$	$	$
1996	$	$	$
1997	$	$	$
1998	$	$	$
TOTAL	$	$	$

III. SUBMISSION TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

This Proof of Claim and Release is submitted on behalf of Claimant under the terms of the Settlement Agreement in the Class Actions, dated as of November 3, 1999, and described in the Notice. I hereby affirm, on behalf of Claimant, that Claimant is a member of the Vitamin Products Settlement Class or the transferee or assignee of, or the successor to, the claims of a member of the Vitamin Products Settlement Class. Claimant hereby submits to the jurisdiction of the United States District Court for the District of Columbia with respect to its claim to participate in the Vitamin Products Settlement Class and for purposes of enforcing the release set forth herein. Claimant further acknowledges that it is bound by and subject to the terms of any orders or judgments that may be entered by the Court in the Class Actions with respect to the settlement of the claims of the Vitamin Product Settlement Class, as described in the accompanying Notice. Claimant agrees to furnish additional information to the Settlement Claims Administrator to support this claim if required to do so. Claimant has not submitted any other Proof of Claim for the purchases claimed herein and knows of no other person having done so on Claimant's behalf or on behalf of any other person or entity.

IV. RELEASE

If Claimant does not exclude itself from the Vitamin Products Settlement Class, and the Settlement Agreement is approved by the Court in accordance with its terms, Claimant will release the Released Vitamin Products Claims (as defined below) that it may have against the respective Vitamin Products Released Parties (as defined below). If Claimant does not exclude itself from the Vitamin Products Settlement Class and does not submit a proof of claim to participate in the Vitamin Products Settlement Fund, Claimant will nonetheless be releasing the Released Vitamin Products Claims.

Claimant (on its own behalf and on behalf of its present and former officers, directors, agents, employees, legal representatives, trustees, parents, affiliates, subsidiaries, heirs, executors, administrators, purchasers, predecessors, successors and assigns) hereby completely releases and forever discharges the Released Manufacturers; the present and former direct and indirect parents, subsidiaries, divisions, affiliates, or associates (as defined in Securities and Exchange Commission Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934) of any of the above Released Manufacturers; the present and former stockholders, officers, directors employees, agents and legal representatives of any of the above entities (with respect to any conduct of any of the above entities); and the predecessors, heirs, executors, administrators, successors and assigns of any of the above persons or entities (but excluding those Defendants identified on Schedule E to the Settlement Agreement) (collectively, the "Vitamin Products Released Parties") from all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, that Claimant (or its present and former officers, directors, agents, employees, legal representatives, trustees, parents, affiliates, subsidiaries, heirs, executors, administrators, purchasers, predecessors, successors and assigns), whether directly, representatively, derivatively or in any other capacity, ever had, now has or hereafter can, shall or may have, relating in any way to any conduct prior to the date of the Settlement Agreement concerning the purchase, sale or pricing of Vitamin Products and any and all other vitamins or relating to any conduct alleged in the Class Actions, including, without limitation, any such claims which have been asserted or could have been asserted in the Class Actions against the Vitamin Products Released Parties or any one of them (the "Released Vitamin Products Claims"), except that this release shall not affect the rights of Claimant (or its present and former officers, directors, agents, employees, legal representatives, trustees, parents, affiliates, subsidiaries, heirs, executors, administrators, purchasers, predecessors, successors and assigns) (i) to seek damages or other relief from any person with respect to any Vitamin Products or vitamins purchased directly from the manufacturers (or any subsidiary or affiliate thereof) for delivery to a destination outside the United States; or (ii) to participate in or benefit from any relief or other recovery as part of a settlement or judgment on behalf of a class of indirect purchasers of Vitamin

Products (such reservation of any right to participate in any relief or other recovery as part of a settlement or judgment on behalf of a class of indirect purchasers of Vitamin Products shall under no circumstances be construed to constrain the Vitamin Products Released Parties from asserting any defense or opposing the certification of any putative class of indirect purchasers of Vitamin Products). The foregoing release shall not release any product liability or breach of contract claims unrelated to the subject matter of the Class Actions.

In addition, Claimant hereby expressly waives and releases with respect to the Released Vitamin Products Claims any and all provisions, rights and benefits conferred either (a) by § 1542 of the California Civil Code, which reads:

> "Section 1542. General release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

or (b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Claimants may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Vitamin Products Claims, but Claimant hereby expressly agrees that it has waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the Released Vitamin Products Claims that Claimant has hereby released, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

V. SUCCESSORS TO THE CLAIMS OF VITAMIN PRODUCTS SETTLEMENT CLASS MEMBERS

If the Claimant on whose behalf this Proof of Claim is being submitted is the transferee or assignee of, or the successor to, the claims of a member of the Vitamin Products Settlement Class to participate in the Vitamin Products Settlement Fund, proof of such Claimant's entitlement to share in such Fund must accompany this Proof of Claim form.

DO NOT SEND ORIGINAL DOCUMENTS.

VI. CERTIFICATION

I hereby certify under penalty of perjury that:

A. The information provided in this Proof of Claim is true and correct to the best of my knowledge, information and belief;

B. The Claimant is either (i) a member of the Vitamin Products Settlement Class and did not request to be excluded from the Vitamin Product Settlement Class or (ii) the successor, assign or transferee of the claim of a member of the Vitamin Products Settlement Class and did not request to be excluded from the Vitamin Product Settlement Class;

C. This Proof of Claim is based only upon actual purchases of Vitamin Products DIRECTLY from one or more of the entities identified on the Schedules set forth above, during the respective periods set forth therein, for delivery by the manufacturer (or an affiliate or subsidiary thereof) to a destination in the United States;

D. This Proof of Claim constitutes the only claim being made by the Claimant in connection with the Vitamin Products Settlement, and Claimant does not know of (i) any other claim being submitted for the same purchases by any other person or entity or (ii) any other person or entity who may have any right to submit a claim with respect thereto;

E. This Proof of Claim has been prepared in accordance with the instructions set forth above;

F. The Claimant is not a Vitamin Products Released Party, as described herein and in the Notice;

G. The Claimant has not settled and released its claims against any of the Vitamin Products Released Parties separate from the settlement and releases provided for by the members of the Vitamin Products Settlement Class pursuant to the Settlement Agreement; and

H. The Claimant has not transferred or otherwise assigned its claims based on purchases of Vitamin Products for delivery in the United States against any of the entities

set forth on foregoing schedules with respect to such Vitamin Products, during the periods set forth therein.

This Certification must be executed before a Notary Public by an executive officer if Claimant is a corporation, by a partner if Claimant is a partnership, or by the owner if Claimant is a proprietorship.

Dated:_____ _____

Signature

_____

Print Name

_____

Title

Sworn and subscribed before me this

___ day of _____1999,

_____

Notary Public

My Commission Expires:

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

IN RE VITAMIN ANTITRUST LITIGATION	:	Misc. No. 99-197 (TFH)
	:	(M.D.L. No. 1285)
This Document Relates to:	:	**NOTICE OF CLASS ACTION SETTLEMENT AND HEARING THEREON**
ALL CLASS ACTIONS	:	

TO: ALL PERSONS AND ENTITIES WHO PURCHASED CERTAIN VITAMIN PRODUCTS OR CAROTENOIDS DIRECTLY FROM ANY OF THE ENTITIES DESCRIBED HEREIN DURING CERTAIN PERIODS FROM 1990 THROUGH 1998.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the District of Columbia, that a hearing will be held on _____, 1999, at _____, before the Hon. Thomas F. Hogan, United States District Judge, in Courtroom No. 9, at the United States Courthouse, located at 333 Constitution Avenue, N.W., Washington, D.C., 20001, for the purpose of determining (1) whether the proposed settlement of the above-captioned litigation consisting of (i) a cash payment in the amount of $1,050,137,127 for the benefit of the above-referenced settlement class of direct purchasers of Vitamin A, Vitamin B1 (thiamin), Vitamin B2 (riboflavin), Vitamin B5 (calpan), Vitamin B6, Vitamin B9 (folic acid), Vitamin B12

(cyanocobalamine pharma), Vitamin C, Vitamin E, Vitamin H (biotin), Astaxanthin, Beta-Carotene or Canthaxanthin, as well as all blends and forms of the foregoing, or of "Premix" containing one or more of the foregoing vitamins or carotenoids in combination with other substances (such as other active ingredients or dilution agents) and sold as a premixed formulation; (ii) injunctive relief; and (iii) a cash payment of $122,438,032 to compensate plaintiffs' counsel, in accordance with the terms and conditions of a settlement agreement between plaintiffs and certain defendants, dated as of November 3, 1999 (the "Settlement Agreement"), on file with the Court, should be approved by the Court as fair, reasonable and adequate to the settlement class, and the above-entitled litigation should be dismissed on the merits and with prejudice as against the Settling Defendants and other Released Parties, as provided in the Settlement Agreement; and (2) whether the request of plaintiffs' counsel for an award of attorneys' fees and reimbursement of costs and expenses incurred in connection with this settlement should be approved.

your rights may be affected by this litigation and the settlement thereof if you directly purchased any of the foregoing vitamin products or carotenoids for delivery by the seller to a destination in the United States during certain specific periods from 1990 to 1998 from any of the following entities: BASF Corporation, BASF AG, Daiichi Pharmaceutical Co., Ltd., Daiichi Fine Chemicals, Inc., Daiichi Pharmaceutical Corporation, Eisai Co., Ltd., Eisai U.S.A., Inc., Eisai Inc., Merck KgaA, E. Merck, EM

Industries, Inc., Lonza AG, Lonza Inc., Alsuisse Lonza Group Ltd., Hoechst Marion Roussel, S.A., Roussel Corporation, Kongo Chemical Co., Ltd., Rhone-Poulenc Inc., Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc Rorer Pharmaceuticals Inc., Rhone-Poulenc S.A., Rhone-Poulenc Animal Nutrition S.A., Hoffmann-La Roche Inc., Roche Vitamins Inc., F. Hoffmann-La Roche Ltd, Sumitomo Chemical Co., Ltd., Sumitomo Chemical America, Inc., Takeda Chemical Industries, Ltd., Takeda Vitamin & Food USA, Inc., Takeda U.S.A., Tanabe Seitauku Company, Ltd., Tanabe U.S.A., Inc., Yodogawa Pharmaceutical Co., Sumika Fine Chemicals Co. or any subsidiary or affiliate of any of the foregoing, or if you are the successor, assignee or transferee of the rights of such a direct purchaser of Vitamin Products. If you have not received a printed Notice of Hearing on Class Action Settlement and Related Matters ("Notice"), and a copy of the Proof of Claim and Release form ("Proof of Claim"), you may obtain copies by writing to Vitamins Antitrust Litigation, c/o _____; or by accessing those documents from http://ww.dcd.uscourts.gov/99ms197.html. The Notice contains further information regarding the proposed settlement and the rights of Settlement Class Members with respect thereto and explains how to participate in the Vitamin Products Settlement. **If you are a Settlement Class Member or an assignee or transferee of, or the successor to, a Settlement Class Member and wish to share in the proceeds of the settlement, you must mail a Proof of Claim by certified mail, return receipt requested, postage prepaid, to the Settlement Claims Administrator, postmarked no later than _____, 1999, establishing that you are entitled to recovery.**

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

Dated: _____, 1999

_____

Hon. Thomas F. Hogan
United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

	:	Misc. No. 99-197 (TFH)
IN RE VITAMIN ANTITRUST LITIGATION	:	(M.D.L. No. 1285)
	:	**CHOLINE CHLORIDE**
This Document Relates to:	:	**SETTLEMENT**
ALL CLASS ACTIONS	:	**NOTICE OF CLASS ACTION SETTLEMENT AND HEARING THEREON**

TO: ALL PERSONS AND ENTITIES WHO DIRECTLY PURCHASED CHOLINE CHLORIDE FROM A MANUFACTURER THEREOF DURING THE PERIOD FROM 1992 THROUGH 1995.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. A SETTLEMENT HAS BEEN PROPOSED IN PENDING CLASS ACTION LITIGATION THAT MAY AFFECT YOUR RIGHTS. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS DESCRIBED BELOW, YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT FUND.

IF YOU HAVE FILED YOUR OWN LAWSUIT, YOU STILL NEED TO TAKE ACTION TO EXCLUDE YOURSELF FROM THIS LITIGATION.

NOTICE IS HEREBY GIVEN, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of Columbia ("the Court"), dated November 3, 1999, that a settlement class (the "Choline Chloride Settlement Class") has been conditionally certified by the Court and that a hearing will be held before the Honorable Thomas F. Hogan, United States District

Judge, in Courtroom No. 9, United States Courthouse, 333 Constitution Avenue, N.W., Washington, D.C. 20001, on _____, ____ (the "Settlement Hearing"), (1) to determine whether a proposed settlement in the above-captioned litigation as to defendant BASF Corporation and its parents, subsidiaries and affiliates, as set forth in the Settlement Agreement dated November 3, 1999 (the "Settlement Agreement"), is fair, reasonable and adequate to the Choline Chloride Settlement Class and (2) to consider the application of plaintiffs' counsel for an award of attorneys' fees and reimbursement of costs and expenses.

FOR INFORMATION ON VITAMIN PRODUCTS, SEE SEPARATE NOTICE

THE CHOLINE CHLORIDE SETTLEMENT CLASS

The Choline Chloride Settlement Class includes all persons and entities who purchased Choline Chloride for delivery to a destination in the United States directly from any manufacturer thereof (or any subsidiary or affiliate thereof) at any time during the period from January 1, 1992 through December 31, 1995, excluding governmental entities, the Other Choline Chloride Defendants (as identified in the Settlement Agreement) and their respective subsidiaries and affiliates and the Choline Chloride Released Parties, as described below.

IF YOU PURCHASED CHOLINE CHLORIDE DIRECTLY FROM A MANUFACTURER THEREOF AT ANY TIME DURING THE PERIOD FROM 1992 THROUGH 1995 FOR DELIVERY IN THE UNITED STATES, YOU ARE A MEMBER OF THE CHOLINE CHLORIDE SETTLEMENT CLASS AND YOU NEED NOT TAKE ANY ACTION TO REMAIN IN THE CHOLINE CHLORIDE SETTLEMENT CLASS. IF YOU REMAIN IN THE CHOLINE CHLORIDE

SETTLEMENT CLASS, YOUR RIGHTS UNDER THE SETTLEMENT WILL BE REPRESENTED BY THE CLASS PLAINTIFFS AND PLAINTIFFS' CO-LEAD COUNSEL, AND YOU WILL BE ENTITLED TO SUBMIT A PROOF OF CLAIM TO SHARE IN THE CHOLINE CHLORIDE SETTLEMENT FUND.

Any and all transferees or assignees of, or successors to, the claims or rights of any member of the Choline Chloride Settlement Class against any of the Choline Chloride Released Parties (as defined below), which claims are based on direct purchases of Choline Chloride from January 1, 1992 through December 31, 1995 for delivery in the United States from a manufacturer thereof (or any subsidiary or affiliate thereof), will be entitled to submit a Proof of Claim to share in the Choline Chloride Settlement Fund and will be bound by the terms of the Settlement Agreement, if approved by the Court, and shall be required to exercise their rights under the Settlement Agreement in the same manner as members of the Choline Chloride Settlement Class.

SUMMARY OF THE CHOLINE CHLORIDE SETTLEMENT

The Settlement Agreement, if approved by the Court, will result in a cash payment of $5 million and a conditional cash payment of up to $20 million to be made available to the members of the Choline Chloride Settlement Class (the "Choline Chloride Settlement Fund"), and the dismissal with prejudice of all claims against BASF Corporation and other Choline Chloride Released Parties (as defined below) with respect to Choline Chloride asserted in those class actions brought on behalf of direct purchasers that have been consolidated in this litigation (the "Class Actions"). The amounts paid in settlement of the Class Actions will be distributed among the members of the Choline

Chloride Settlement Class who submit timely and valid claims based on the amount of their purchases of Choline Chloride during the relevant periods, pursuant to the terms of the plan of allocation described below and referenced in the Settlement Agreement.

The Settlement Agreement also provides that, subject to the approval of the Court, an amount equal to 15% of the payment to the Choline Chloride Settlement Fund will be paid as attorneys' fees for plaintiffs' counsel, in addition to and independent of the Choline Chloride Settlement Fund.

The Settlement Agreement described herein also provides for the settlement of the Class Actions as to claims asserted against certain defendants therein and their respective subsidiaries and affiliates (collectively, the "Settling Defendants") on behalf of a class persons or entities that purchased certain vitamin products or carotenoids from certain manufacturers during certain periods for delivery in the United States (the "Vitamin Products Settlement Class"). The terms of the settlement of those claims are described in a separate notice enclosed herewith, which you are also urged to read carefully. Certain persons may be members of either or both of the Choline Chloride and the Vitamin Products Settlement Classes, depending upon whether they made purchases of products establishing their membership in those settlement classes.

BACKGROUND OF THE CLASS ACTIONS

Class Plaintiffs and others have filed lawsuits in the Court and elsewhere in the United States against BASF Corporation and others. The lawsuits have been

consolidated in the Court for pretrial purposes before the Honorable Thomas F. Hogan, United States District Judge.

Class Plaintiffs allege that certain defendants unlawfully agreed to fix, raise, maintain and stabilize the prices of Choline Chloride sold in the United States in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. Class Plaintiffs claim that, as a result of this alleged price-fixing and other unlawful collusive conduct, they and other members of the Choline Chloride Settlement Class paid more for Choline Chloride than they would have paid absent such conduct. Class Plaintiffs have now reached a negotiated settlement of the Class Actions as to BASF Corporation and its parents, subsidiaries and affiliates and, on November 3, 1999, entered into the Settlement Agreement individually and on behalf of the Choline Chloride Settlement Class. The Settlement Agreement is subject to approval by the Court following the Settlement Hearing. On _____, 1999, the Court conditionally certified the Choline Chloride Settlement Class, conditionally designated certain of the class plaintiffs in the Class Actions (the "Class Plaintiffs") to be representatives of the Choline Chloride Settlement Class, preliminarily approved the Settlement Agreement, and ordered that this Notice be provided to the members of the Choline Chloride Settlement Class.

THE COURT HAS NOT RULED ON ANY OF THE CLAIMS OR DEFENSES OF THE PARTIES. THIS NOTICE IS NOT TO BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION FROM THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES ASSERTED BY PLAINTIFFS OR DEFENDANTS.

INVESTIGATION OF PLAINTIFFS' CO-LEAD COUNSEL LEADING TO THE SETTLEMENT

Before and following the filing of the Class Actions, Class Plaintiffs conducted extensive investigation and formal discovery of the facts relating to the claims alleged in the Class Actions, and retained and consulted with economists and other experts. In recommending that Class Plaintiffs enter into the Settlement Agreement, Plaintiffs' Co-Lead Counsel also took into consideration guilty pleas entered into or agreed to by John Kennedy (formerly employed by defendants Chinook Group, Inc. and BioProducts, Inc.), Robert Samuelson (formerly employed by defendant Chinook Group, Inc.), Lindell Hilling (formerly employed by defendant DuCoa L.P.); J. L. "Pete" Fischer (formerly employed by defendant DuCoa L.P.) and Antonio Felix (formerly employed by defendant DuCoa L.P.), to federal charges that, beginning in 1988, these individuals and their former co-conspirators participated in an unlawful agreement to suppress and eliminate competition by fixing the price and by allocating the volume of Choline Chloride sold in the United States, in violation of the federal antitrust laws.

Based upon their extensive investigation, their consultation with experts retained by them and their evaluation of the claims of the members of the Choline Chloride Settlement Class and defenses that might be asserted thereto, Plaintiffs' Co-Lead Counsel believe that the settlement is fair, reasonable and adequate and in the best interests of the Choline Chloride Settlement Class.

THE PROPOSED SETTLEMENT

The following description of the proposed settlement on behalf of the Choline Chloride Settlement Class (the "Choline Chloride Settlement') is only a summary. The Settlement Agreement, and the exhibits thereto, are on file with the Court and posted on the Court's website (http://www.dcd.uscourts.gov/99ms197.html).

1. The Choline Chloride Settlement Fund

Subject to the terms of the Settlement Agreement, BASF AG has agreed to pay (a) $5 million within 30 days of the approval of the Settlement Agreement by the Court after the Settlement Hearing, which amount shall not be reduced or refunded; and (b) an additional, conditional payment of up to $20 million which shall be reduced: (i) to the extent, if any that members of the Choline Chloride Settlement Class timely exclude themselves from the Choline Chloride Settlement Class; and (ii) by the aggregate of any payments received from other manufacturers of Choline Chloride, either in settlement or in satisfaction of any judgment obtained against them. These funds, and any interest earned thereon, are referred to in this Notice as the "Choline Chloride Settlement Fund." In light of the commitment of BASF AG to make the conditional payment, the Settlement Agreement does not provide for a Most Favored Nation clause with respect to the Choline Chloride Settlement.

Each Defendant obligated to make payments under the Settlement Agreement has deposited $35,000 into an escrow account to pay for the costs of Notice to the Vitamin Products Settlement Class and the Choline Chloride Settlement Class, such

payments to be credited against amounts payable to the Vitamin Products Settlement Fund.

2. Injunctive Relief

Defendants BASF Corporation, Daiichi Fine Chemicals, Inc., Eisai Inc., Eisai U.S.A., Inc., Hoffmann-La-Roche Inc., Roche Vitamins Inc., Rhone-Poulenc Animal Nutrition Inc., Roussel Corporation and Takeda Vitamin & Food USA, Inc. have agreed that, for a period of three years from the date of the Settlement Agreement, they will not engage in any horizontal conduct that constitutes a per se violation of Section 1 of the Sherman Act, including, but not limited to, price fixing, market allocation or bid rigging, with respect to the sale of Choline Chloride for delivery in the United States.

3. Releases of Claims against the Choline Chloride Released Parties

IF YOU DO NOT EXCLUDE YOURSELF FROM THE CHOLINE CHLORIDE SETTLEMENT CLASS AND THE SETTLEMENT AGREEMENT IS APPROVED BY THE COURT, YOU WILL BE BOUND BY ALL OF THE COURT'S ORDERS AND JUDGMENTS ENTERED PURSUANT TO THE SETTLEMENT AGREEMENT, INCLUDING THE DISMISSAL AND RELEASE OF YOUR CLAIMS AGAINST THE CHOLINE CHLORIDE RELEASED PARTIES, AS PROVIDED BELOW, REGARDLESS OF WHETHER YOU FILE A PROOF OF CLAIM OR PARTICIPATE IN THE CHOLINE CHLORIDE SETTLEMENT FUND.

In the event that the Court approves the Settlement Agreement after the Settlement Hearing, each member of the Choline Chloride Settlement Class that did not timely and validly exclude itself from the Choline Chloride Settlement Class shall (on its own behalf and on behalf of its present and former officers, directors, agents, employees, legal representatives, trustees, parents, affiliates, subsidiaries, heirs, executors,

administrators, purchasers, predecessors, successors and assigns) (collectively, the "Choline Chloride Releasing Party") completely release and forever discharge BASF Corporation and BASF AG; the present and former direct and indirect parents subsidiaries, divisions, affiliates, or associates (as defined in Securities and Exchange Commission Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934) of BASF Corporation and/or BASF AG; the present and former stockholders, officers, directors employees, agents and legal representatives of any of the above entities (with respect to any conduct of any of the above entities); and the predecessors, heirs, executors, administrators, successors and assigns of any of the above persons or entities (collectively, the "Choline Chloride Released Parties") from all manner of claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, that such member of the Choline Chloride Settlement Class, whether directly, representatively, derivatively or in any other capacity, ever had, now have or hereafter can, shall or may have, relating in any way to any conduct prior to the date of the Settlement Agreement concerning the purchase, sale or pricing of Choline Chloride or relating to any conduct alleged in the Class Actions, including, without limitation, any such claims which have been asserted or could have been asserted in the Class Actions against the Choline Chloride Released Parties or any one of them

(the "Released Choline Chloride Claims"), except that this release shall not affect the rights of any Choline Chloride Releasing Party or Parties (i) to seek damages or other relief from any person with respect to any Choline Chloride purchased directly from the manufacturer (or a subsidiary or affiliate thereof) for delivery to a destination outside the United States; or (ii) to participate in or benefit from any relief or other recovery as part of a settlement or judgment on behalf of a class of indirect purchasers of Choline Chloride (such reservation by the Choline Chloride Releasing Parties of any right to participate in any relief or other recovery as part of a settlement or judgment on behalf of a class of indirect purchasers of Choline Chloride shall under no circumstances be construed to constrain the Choline Chloride Released Parties from asserting any defense or opposing the certification of any putative class of indirect purchasers of Choline Chloride).

In addition, each member of the Choline Chloride Settlement Class shall waive and release with respect to the Released Choline Chloride Claims any and all provisions, rights and benefits conferred either (a) by § 1542 of the California Civil Code, which reads:

> "Section 1542. General release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;"

or (b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code.

Each member of the Choline Chloride Settlement Class may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Choline Chloride Claims but each member of the Choline Chloride Settlement Class shall expressly agree that, upon the approval of the Settlement Agreement by the Court after the Settlement Hearing, it shall have waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the Released Choline Chloride Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

The release and dismissal of the claims of the Choline Chloride Settlement Class will have no effect upon any claims you may have against persons other than the Choline Chloride Released Parties. This litigation is proceeding against such persons. In addition, the release shall not release any product liability or breach of contract claims unrelated to the subject matter of the Class Actions.

4. Attorneys' Fees and Expenses

In addition to and independent of the payment to be made available to the members of the Choline Chloride Settlement Class, BASF AG has agreed, subject to approval of the Court, to pay an amount equal to 15% of the total Choline Chloride payment as attorneys' fees for plaintiffs' counsel, and plaintiffs' counsel shall not seek attorneys' fees in excess of that amount. In addition, all costs and expenses incurred by

plaintiffs' counsel in connection with the Class Actions shall, subject to Court approval, be paid out of the Choline Chloride Settlement Fund, out of the Vitamin Products Settlement Fund or out of recoveries from defendants in the Class Actions other than the Choline Chloride Released Parties. The total costs and expenses incurred to date by Class Plaintiffs' Counsel are approximately $_____. The costs and expenses incurred in the prosecution of the Class Actions shall be allocated between the Choline Chloride Settlement Fund and the Vitamin Products Settlement Fund (described in the separate notice enclosed herewith) on a proportional basis.

Plaintiffs' Co-Lead Counsel will request attorneys' fees and reimbursement of litigation costs and expenses on behalf of all counsel for named plaintiffs in the Class Actions ("Class Counsel") on or before _____, 1999. Any written materials filed in support of such request will be promptly posted on the Court's website (http://www.dcd.uscourts.gov/99ms197.html). If you wish to object to the fee request, you must do so in a timely manner as set forth below. If you do not wish to object to the Fee Petition, you do not need to take any action. In the event that the Court should rule that plaintiffs' counsel are entitled to less than an amount equal to 15% of BASF AG's payment to the Choline Chloride Settlement Fund, the difference between the Court's award and the amounts indicated above will be retained by BASF AG.

5. Filing and Processing of Proofs of Claim

If you are a member of the Choline Chloride Settlement Class and do not exclude yourself from the Class and the settlement becomes effective in accordance with the terms, you will be entitled to share in the Choline Chloride Settlement Fund, provided you submit a timely and valid Proof of Claim and Release form ("Claim Form") in accordance with the instructions set forth herein and in the Claim Form. The Claim Form is included with this Notice. If you receive multiple Notices and Claim Forms with respect to the Choline Chloride Settlement, complete only one Claim Form covering all the qualifying Choline Chloride purchases by each member of the Choline Chloride Settlement Class that wishes to participate in the Choline Chloride Settlement Fund ("Claimant"). The Claim Form asks for information concerning the amount, calculated in dollars, of each Claimant's qualified direct purchases of Choline Chloride for delivery in the United States, as well as reasonably available documentation (such as account statements and extracts of books and records) that evidence such purchases. In providing the dollar amount of Claimant's Choline Chloride purchases, sales taxes and delivery or freight charges should be excluded (if ascertainable). You should retain all documents that substantiate the purchases of Choline Chloride that you claim on your Claim Form. In the event a Claimant is dissatisfied with the decisions reached by the Settlement Claims Administrator, the Claimant may seek a determination by the Court of the amount of Claimant's allowed purchases.

IN ORDER TO BE ELIGIBLE TO SHARE IN THE CHOLINE CHLORIDE SETTLEMENT FUND, YOUR CLAIM FORM MUST BE COMPLETED AND SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PRE-PAID AND POSTMARKED NO LATER THAN _____ FOR DELIVERY TO THE FOLLOWING ADDRESS:

Choline Chloride Antitrust Litigation
P.O. Box ____
_____

To the extent that you have previously entered into an agreement with any Choline Chloride Released Party that settles or compromises antitrust claims based on purchases of Choline Chloride during the periods identified above, you may not claim or recover under the Settlement Agreement with respect to any purchases of Choline Chloride covered by the previous settlement.

Claim Forms may only be submitted by members of the Choline Chloride Settlement Class that have not assigned or otherwise transferred their claims to other parties or by their assignees, transferees or successors. If you are the assignee or transferee of, or the successor to, the claims of a member of the Choline Chloride Settlement Class, you may be entitled to submit a Claim Form, provided you provide documents sufficient to establish your ownership rights with respect to such claim. Only one claim may be submitted with respect to any particular purchase of Choline Chloride.

6. Plan of Allocation and Distribution of the Choline Chloride Settlement Fund

The Choline Chloride Settlement Fund will be distributed to members of the Choline Chloride Settlement Class that submit timely and valid Claim Forms and whose Claims are allowed by the Court ("Authorized Claimants"). The distribution will take place as soon as practicable after the following: (1) final approval of the settlement by the Court and the expiration of any period for further review or appeal of the Court's order of approval or the resolution of any such review or appeal; (2) review of the Claim Forms by the Settlement Claims Administrator and the determination of the amounts recommended to be paid to Claimants; and (3) approval by the Court of the Settlement Claims Administrator's recommendations as to the amounts to be paid to Authorized Claimants.

Distribution of the Choline Chloride Settlement Fund will be based on Authorized Claimants' direct purchases of Choline Chloride for delivery to a destination in the United States from any manufacturer thereof (or its subsidiary or affiliate) during the period from January 1, 1992 through December 31, 1995. If you purchased Choline Chloride in years other than those for which compensation may be had, you will not be entitled to recover with respect to those purchases. If you did not purchase any Choline Chloride during the periods for which Choline Chloride Class members are entitled to recover, you are not a member of the Choline Chloride Settlement Class, and you are not entitled to any recovery under the Settlement Agreement.

Please note that submission of a Claim Form does not necessarily assure the right to payment there under. The Court may deny, in whole or in part, any claim if it determines that the Claimant is excluded from the definition of the Choline Chloride Settlement Class or if there are legal or equitable grounds for rejecting such claim.

REQUESTS FOR EXCLUSION

If you wish to exclude yourself from the Choline Chloride Settlement Class, you must do so by sending a written request for exclusion, by certified mail, return receipt requested, postage prepaid, postmarked on or before _____, to the following address.

Choline Chloride Antitrust Litigation
P.O. Box ____
_____

The request for exclusion must clearly state the name and address of the person or entity who wishes to be excluded from the Choline Chloride Settlement Class, as well as all trade names or business names and addresses used by such person or entity and any of its parents, subsidiaries or affiliates that purchased Choline Chloride between the period from January 1, 1992 through December 31, 1995 and are also intended to be excluded from the Choline Chloride Settlement Class.

Please note that if you are a member of the Choline Chloride Settlement Class, you may choose to request exclusion from the Choline Chloride Settlement Class and remain a member of the Vitamin Products Settlement Class. Similarly, you may

choose to remain a member of the Choline Chloride Settlement Class and request exclusion from the Choline Chloride Settlement Class.

IN ORDER TO BE EXCLUDED FROM THE CHOLINE CHLORIDE SETTLEMENT CLASS, YOU MUST TIMELY REQUEST EXCLUSION IN THE MANNER SET FORTH ABOVE EVEN IF YOU HAVE FILED OR HEREAFTER FILE YOUR OWN LAWSUIT AGAINST ANY OF THE DEFENDANTS BASED ON CLAIMS THAT ARISE OUT OF THE CONDUCT AT ISSUE IN THIS LITIGATION.

If you properly and timely submit a request for exclusion from the Choline Chloride Settlement Class, you will not be bound by the Settlement Agreement or any judgment or orders entered pursuant thereto, and you will not be entitled to share in the Choline Chloride Settlement Fund and will not receive any of the other benefits of the Choline Chloride Settlement. You will be free to pursue whatever legal rights you may have against any of the Choline Chloride Released Parties at your own cost and expense.

SETTLEMENT HEARING

At the Settlement Hearing, the Court will consider whether the Settlement Agreement should be approved as fair, adequate and reasonable to the Choline Chloride Settlement Class and the claims of the Choline Chloride Settlement Class dismissed with prejudice as to the Released Choline Chloride Parties that are defendants therein, as provided in the Settlement Agreement. Any member of the Choline Chloride Settlement Class that has not requested to be excluded from the Choline Chloride Settlement Class is entitled to appear and be heard at the Settlement Hearing, in person or through duly authorized attorneys, and to show cause why the settlement should not be approved as

fair, reasonable and adequate, or why the Class Counsel's request for attorneys' fees and reimbursement of litigation costs and expenses should not be approved; *provided, however*, that no such person shall be heard in opposition to any of the foregoing, and no paper or brief submitted by such person shall be received or considered by the Court unless, on or before _____, such person files a notice of intention to appear, and a statement of the position to be asserted, and the grounds therefor, together with copies of any supporting papers or brief with the Clerk, United States District Court for the District of Columbia, 333 Constitution Avenue, N.W., Washington, D.C., 20001, with proof of service upon the counsel identified below:

Jonathan D. Schiller, Esq.
Boies & Schiller
5301 Wisconsin Avenue, N.W.
Washington, D.C. 20015

Tyrone C. Fahner, Esq.
Mayer, Brown & Platt
190 South La Salle Street
Chicago, IL 60603-3441

Except as provided herein, no person shall be entitled to contest the terms and conditions of the Settlement Agreement or Class Counsel's request for an award of attorneys' fees and reimbursement of litigation costs and expenses, unless the procedures set forth above are complied with, and persons who fail to object as provided herein shall be deemed to have waived and shall be foreclosed forever from raising any such objections or appealing from any orders or judgments entered with respect to the Settlement Agreement or such request by Class Counsel.

The time and date of the hearing may be continued from time-to-time. Notice of any such continuance shall be posted at the United States Courthouse and on the Court's website, http://www.dcd.uscourts.gov/99ms197.html.

ADDITIONAL INFORMATION

THE ABOVE IS ONLY A SUMMARY OF THE SETTLEMENT AGREEMENT AND RELATED MATTERS.

For more detailed information concerning the matters involved in the litigation, reference is made to the pleadings, to the Settlement Agreement, to the Orders entered by the Court and to the other papers filed in the Class Actions, which may be inspected at the Office of the Clerk of the United States District Court for the District of Columbia, 333 Constitution Avenue, N.W., Washington, D.C. 20001 during regular business hours. In addition, the Settlement Agreement is posted at the Court's website: http://www.dcd.uscourts.gov/99ms197.html.

ALL INQUIRIES CONCERNING THIS NOTICE, THE PROOF OF CLAIM FORM AND THE SETTLEMENT AGREEMENT SHOULD BE DIRECTED TO ONE OF PLAINTIFFS' CO-LEAD COUNSEL, *IN WRITING*, AT THE ADDRESSES SET FORTH BELOW.

Jonathan D. Schiller, Esq.
Boies & Schiller
5301 Wisconsin Avenue, N.W.
Washington, D.C. 20015

or

Michael D. Hausfeld, Esq.
Cohen, Milstein, Hausfeld & Toll, P.C.
West Tower, Suite 500
1100 New York Avenue, N.W.
Washington, D.C. 20005-3964

or

Marc M. Seltzer, Esq.
Susman Godfrey, L.L.P.
1880 Century Park East, Suite 950
Los Angeles, CA 90067-1606

INQUIRIES SHOULD NOT BE MADE BY TELEPHONE AND *SHOULD NOT* BE DIRECTED TO THE COURT.

Date: _____

BY ORDER OF THE COURT:
_____, Clerk
United States District Court
for the District of Columbia

If you change your address, or if this Notice was not mailed to your correct address, you should immediately provide your correct address to *Choline Chloride Antitrust Litigation*, P.O. Box __, _____. If the Settlement Claims Administrator does not have your correct address, you may not receive notice of important developments in this litigation.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

	:	Misc. No. 99-197 (TFH)
IN RE VITAMIN ANTITRUST LITIGATION	:	(M.D.L. No. 1285)
This Document Relates to:	:	**CHOLINE CHLORIDE SETTLEMENT**
ALL CLASS ACTIONS	:	**PROOF OF CLAIM AND RELEASE**

CLAIMANTS MUST ANSWER FULLY ALL PARTS OF THIS FORM

TO BE ELIGIBLE TO SHARE IN THE CHOLINE CHLORIDE SETTLEMENT FUND, YOU MUST HAVE PURCHASED CHOLINE CHLORIDE FOR DELIVERY IN THE UNITED STATES DIRECTLY FROM ANY MANUFACTURER THEREOF, OR ITS SUBSIDIARY OR AFFILIATE, DURING THE PERIOD FROM 1992 TO 1995. IF YOU DID SO, YOU ARE A MEMBER OF THE CHOLINE CHLORIDE SETTLEMENT CLASS AND ARE ENTITLED TO SUBMIT A CLAIM TO SHARE IN THE CHOLINE CHLORIDE SETTLEMENT FUND.

TO SHARE IN THE CHOLINE CHLORIDE SETTLEMENT FUND, YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM FORM AND MAIL IT, VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, POSTMARKED NO LATER THAN _____, TO:

CHOLINE CHLORIDE ANTITRUST LITIGATION
P.O. BOX _____
_____

It is recommended that you retain a photocopy of your completed Proof of Claim.

TO FILE A CLAIM ON VITAMIN PRODUCTS, SEE OTHER CLAIM FORM

A FAILURE TO MAIL YOUR PROOF OF CLAIM BY _____ WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOU FROM SHARING IN THE CHOLINE CHLORIDE SETTLEMENT FUND. DO NOT MAIL OR DELIVER YOUR PROOF OF CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL. NO PROOF OF CLAIM WILL BE DEEMED SUBMITTED UNLESS ACTUALLY SUBMITTED TO THE SETTLEMENT CLAIMS ADMINISTRATOR AT THE ABOVE ADDRESS.

Before completing and mailing this Proof of Claim, you should read and be familiar with the accompanying Notice of Class Action Settlement and Hearing Thereon (the "Notice"). By submitting this Proof of Claim, you acknowledge that you have read and understand the Notice. Further, as explained in the Notice, if you are a member of the Vitamin Products Settlement Class and wish to share in the Vitamin Products Settlement, you must complete and submit the separate Vitamin Products Proof of Claim and Release that is enclosed herewith.

This form (other than signatures) **MUST BE TYPED OR PRINTED**.

I. CLAIMANT

A. Indicate below the full name of person or entity on whose behalf of whom this Claim is being completed (the "Claimant") and Claimant's current mailing address and telephone number.

Name: _____

Mailing Address: _____

_____

_____

_____

City: _____ State: _____ Zip Code: _____

_____ _____
Area Code Telephone No.

_____ _____
Area Code Facsimile No.

Correspondence concerning this Proof of Claim will be directed to the mailing address provided above unless a different address is specified in Part D below. (If Claimant's

address changes subsequent to submitting this Proof of Claim, Claimant must immediately notify the Settlement Claims Administrator in writing of such change.)

B. Claimant Is (check one):

___ Corporation ___ Executor ___ Individual

___ Partnership ___ Trustee in Bankruptcy ___ Trust

___ Other (identify and provide the name and address of the person on behalf of whom Claimant is acting)

C. Taxpayer Identification Number:

___ - _____ _____

Employer Identification Number (for corporations) | Social Security Number (for individuals)

D. Indicate below the name of the person to be contacted concerning this Proof of Claim, and that person's address and telephone number.

Name: _____

Mailing Address: _____

_____

_____

_____

City: _____ State: _____ Zip Code: _____

_____ _____

Area Code Telephone No.

_____ _____

Area Code Facsimile No.

E. Other names used by Claimant:

If at the time of any purchase claimed below, Claimant used a business or trade name or was located at an address other than the name and address provided above, indicate each such name and/or address below.

Business or Trade Name(s) Location(s) Years

_____

_____

_____

_____

F. If Claimant acquired the rights that are the basis for the Claim asserted herein from some other person or entity, explain the legal basis for your derivative rights and attach documentation evidencing such rights.

_____

_____

_____

_____

II. STATEMENT OF CLAIM

To recover from the Choline Chloride Settlement Fund, you must complete the Schedule set forth below in full. On the Schedule, state the amount, calculated in dollars, of Claimant's direct purchases of Choline Chloride for delivery in the United States from each of the manufacturers identified on the Schedule (or any subsidiary or affiliate thereof) for each year for which such information is requested. Your figures should reflect the actual purchase price to the Claimant — *i.e.*, the gross purchase price not including sales taxes or freight or delivery charges. You should provide documentation supporting Claimant's claimed purchases (such as excerpts from accounting books and records) to the extent such documentation is readily available to you. A purchase is considered a purchase for delivery "in the United States" if the goods purchased were delivered by the manufacturer (or a subsidiary or affiliate thereof) to a destination in the United States.

SCHEDULE OF PURCHASES OF CHOLINE CHLORIDE

Claimant directly purchased Choline Chloride from the entities identified below for delivery by the seller to a destination in the United States, during the period from January 1, 1992 to December 31, 1995, in the following amounts, calculated in dollars (excluding taxes, freight and delivery charges, to the extent ascertainable from existing records):

YEAR	Akzo Nobel, Inc. Akzo Nobel N.V.	BASF Corp. BASF AG	Bioproducts, Inc.	Chinook Group Ltd. Chinook Group Inc.	DuCoa L.P. DCV	UCB, Inc. UCB, S.A.	OTHER
1992	$	$	$	$	$	$	$
1993	$	$	$	$	$	$	$
1994	$	$	$	$	$	$	$
1995	$	$	$	$	$	$	$
TOTAL	$	$	$	$	$	$	$

III. SUBMISSION TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

This Proof of Claim and Release is submitted on behalf of Claimant under the terms of the Settlement Agreement in the Class Actions, dated as of November 3, 1999, and described in the Notice. I hereby affirm, on behalf of Claimant, that Claimant is a member of the Choline Chloride Settlement Class or the transferee or assignee of, or the successor to, the claims of a member of the Choline Chloride Settlement Class. Claimant hereby submits to the jurisdiction of the United States District Court for the District of Columbia with respect to its claim to participate in the Choline Chloride Settlement Class and for purposes of enforcing the release set forth herein. Claimant further acknowledges that it is bound by and subject to the terms of any orders or judgments that may be entered by the Court in the Class Actions with respect to the settlement of the claims of the Choline Chloride Settlement Class, as described in the accompanying Notice. Claimant agrees to furnish additional information to the Settlement Claims Administrator to support this claim if required to do so. Claimant has not submitted any other Proof of Claim for the purchases claimed herein and knows of no other person having done so on Claimant's behalf or on behalf of any other person or entity.

IV. RELEASE

If Claimant does not exclude itself from the Choline Chloride Settlement Class, and the Settlement Agreement is approved by the Court in accordance with its terms, Claimant will release the Released Choline Chloride Claims (as defined below) that it may have against the respective Choline Chloride Released Parties (as defined below). If Claimant does not exclude itself from the Choline Chloride Settlement Class and does not submit a Proof of Claim to participate in the Choline Chloride Settlement Fund, Claimant will nonetheless be releasing the Released Choline Chloride Claims.

Claimant (on its own behalf and on behalf of its present and former officers, directors, agents, employees, legal representatives, trustees, parents, affiliates, subsidiaries, heirs, executors, administrators, purchasers, predecessors, successors and assigns) hereby completely releases and forever discharges BASF Corporation and BASF Aktièngesellschaft; the present and former direct and indirect parents, subsidiaries, divisions, affiliates, or associates (as defined in Securities and Exchange Commission Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934) of either of the above entities; the present and former stockholders officers, directors employees, agents and legal representatives of any of the above entities (with respect to any conduct of any of the above entities); and the predecessors, heirs, executors, administrators, successors and assigns of any of the above persons or entities (but excluding any of the Defendants identified on Schedule E to the Settlement Agreement) (collectively, the "Choline Chloride Released Parties") from all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, that Claimant (or its present and former officers, directors, agents, employees, legal representatives, trustees, parents, affiliates, subsidiaries, heirs, executors, administrators, purchasers, predecessors, successors and assigns), whether directly, representatively, derivatively or in any other capacity, ever had, now has or hereafter can, shall or may have, relating in any way to any conduct prior to the date of the Settlement Agreement concerning the purchase, sale or pricing of Choline Chloride or relating to any conduct alleged in the Class Actions, including, without limitation, any such claims which have been asserted or could have been asserted in the Class Actions against the Choline Chloride Released Parties or any one of them (the "Released Choline Chloride Claims"), except that this release shall not affect the rights of Claimant (or its present and former officers, directors, agents, employees, legal representatives, trustees, parents, affiliates, subsidiaries, heirs, executors, administrators, purchasers, predecessors, successors and assigns) (i) to seek damages or other relief from any person with respect to any Choline Chloride purchased directly from the manufacturer (or any subsidiary or affiliate thereof) for delivery to a destination outside the United States; or (ii) to participate in or benefit from any relief or other recovery as part of a settlement or judgment on behalf of a class of indirect purchasers of Choline Chloride (such reservation of any right to participate in any relief or other recovery as part of a settlement or judgment on behalf of a class of indirect purchasers of Choline Chloride shall under no

circumstances be construed to constrain the Choline Chloride Released Parties from asserting any defense or opposing the certification of any putative class of indirect purchasers of Choline Chloride). The foregoing release shall not release any product liability or breach of contract claims unrelated to the subject matter of the Class Actions.

In addition, Claimant hereby expressly waives and releases with respect to the Released Choline Chloride Claims any and all provisions, rights and benefits conferred either (a) by § 1542 of the California Civil Code, which reads:

> "Section 1542. General release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

or (b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Claimants may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Choline Chloride Claims but Claimant hereby expressly agrees that it has waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the Released Choline Chloride Claims that Claimant has hereby released, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

V. SUCCESSORS TO THE CLAIMS OF VITAMIN PRODUCTS SETTLEMENT CLASS MEMBERS

If the Claimant on whose behalf this Proof of Claim is being submitted is the transferee or assignee of, or the successor to, claims of a member of Choline Chloride Settlement Class to participate in the Choline Chloride Settlement Fund, proof of such Claimant's entitlement to share in such fund must accompany this Proof of Claim form.

DO NOT SEND ORIGINAL DOCUMENTS.

VI. CERTIFICATION

I hereby certify under penalty of perjury that:

A. The information provided in this Proof of Claim is true and correct to the best of my knowledge, information and belief;

B. The Claimant is either (i) a member of the Choline Chloride Settlement Class and did not request to be excluded from the Choline Chloride Settlement Class or (ii) the assignee or transferee of, or the successor to, the claim of a member of the Choline Chloride Settlement Class and did not request to be excluded from the Choline Chloride Settlement Class;

C. This Proof of Claim is based only upon actual purchases of Choline Chloride DIRECTLY from one or more of the entities identified on the Schedule set forth above during the period between 1992 through 1995 for delivery by the manufacturer (or a subsidiary or affiliate thereof) to a destination in the United States;

D. This Proof of Claim constitutes the only claim being made by the Claimant in connection with the Choline Chloride Settlement, and Claimant does not know of (i) any other claim being submitted for the same purchases by any other person or entity or (ii) any other person or entity who may have any right to submit a claim with respect thereto;

E. This Proof of Claim has been prepared in accordance with the instructions set forth above;

F. The Claimant is not a Choline Chloride Released Party, as described herein and in the Notice;

G. The Claimant has not settled and released its claims against any of the Choline Chloride Released Parties separate from the settlement and releases provided for by the members of the Choline Chloride Settlement Class pursuant to the Settlement Agreement; and

H. The Claimant has not transferred or otherwise assigned its claims based on purchases of Choline Chloride for delivery in the United States against any of the entities set forth on the foregoing schedule with respect to Choline Chloride, during the period set forth therein.

This Certification must be executed before a Notary Public by an executive officer if Claimant is a corporation, by a partner if Claimant is a partnership, or by the owner if Claimant is a proprietorship.

Dated:_____ _____

Signature

_____

Print Name

_____

Title

Sworn and subscribed before me this

___ day of _____1999,

_____

Notary Public

My Commission Expires:

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

IN RE VITAMIN ANTITRUST LITIGATION	:	Misc. No. 99-197 (TFH)
	:	(M.D.L. No. 1285)
This Document Relates to:	:	**NOTICE OF CLASS ACTION SETTLEMENT AND HEARING THEREON**
ALL CLASS ACTIONS	:	

TO: ALL PERSONS AND ENTITIES WHO DIRECTLY PURCHASED CHOLINE CHLORIDE FROM ANY MANUFACTURER THEREOF DURING THE PERIOD FROM 1992 THROUGH 1995.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the District of Columbia, that a hearing will be held on _____, 1999, at _____, before the Hon. Thomas F. Hogan, United States District Judge, in Courtroom No. 9, at the United States Courthouse, located at 333 Constitution Avenue, N.W., Washington, D.C., 20001, for the purpose of determining (1) whether the proposed settlement of the above-captioned litigation consisting of (i) a cash payment in the amount of $5 million and a contingent payment of $20 million for the benefit of the above-referenced settlement class of Choline Chloride purchasers; and (ii) an additional cash payment of 15% of the class payment to compensate plaintiffs'

counsel, in accordance with the terms and conditions of the proposed settlement between plaintiffs and defendant BASF Corporation, pursuant to a settlement agreement, dated as of November 3, 1999 (the "Settlement Agreement"), on file with the Court, should be approved by the Court as fair, reasonable and adequate to the settlement class, and the above-entitled litigation should be dismissed on the merits and with prejudice as to BASF Corporation, BASF AG and certain other Released Parties as provided in the Settlement Agreement; and (2) whether the application of plaintiffs' counsel for an award of attorneys' fees and reimbursement of costs and expenses incurred in connection with this settlement should be approved.

If you purchased any Choline Chloride directly from any manufacturer (or a subsidiary or affiliate thereof) for delivery to a destination in the United States, or if you are the successor or transferee of the rights of such a direct purchaser of Choline Chloride, your rights may be affected by this litigation and the settlement thereof. If you have not received a printed Notice of Hearing on Class Action Settlement and Related Matters ("Notice"), and a copy of the Proof of Claim and Release form ("Proof of Claim"), you may obtain copies by writing to Choline Chloride Antitrust Litigation, c/o _____; or by accessing those documents from http://ww.dcd.uscourts.gov/99ms197.html. The Notice contains further information regarding the proposed settlement and the rights of Settlement Class Members with respect thereto and explains how to participate in the settlement. **If you are a Settlement**

Class Member or the assignee or transferee of, or the successor to, a Settlement Class Member and wish to share in the proceeds of the settlement, you must mail a Proof of Claim by certified mail, return receipt requested, postage prepaid, to the Settlement Claims Administrator, postmarked no later than _____, ____, establishing that you are entitled to recovery.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

Dated: _____, 1999

_____

Hon. Thomas F. Hogan
United States District Judge